

MARSHALL UNIVERSITY

Department of Housing and Residence Life • One John Marshall Drive
Huntington, West Virginia 25755-5400

Contract for Student Housing and Food Service

I am contracting for University Housing for the Academic Year specified on page 2 of this contract. I agree to the following terms and conditions:

1. **General.** All full-time freshman and sophomore students must live in a Marshall University (University) residence hall (see #10 for release requirements). Housing applications cannot be completely processed until the applicant is admitted to the University and any University Enrollment fees paid. Room assignments will be made in the order completed applications are received.
2. **Assignment.** While every attempt is made to accommodate a student's preferences for room assignments, no guarantees are made. The University also reserves the right to assign or change an assignment to a location different from the student's original assignment. If space permits, double rooms in certain halls may be rented as private rooms. Double rooms rented as private rooms will have two sets of furniture in the room. The University through its Department of Housing and Residence Life (Housing & Residence Life) reserves the right to consolidate students assigned to double rooms who do not have a current roommate. Permanent space will be assigned based on the date a completed application is received by Housing & Residence Life. Students must check into their room assignment by 5 pm on the first day of class. If a student does not check in by the first day of class, the student must notify Housing & Residence Life in writing of their arrival date otherwise the room may be reassigned. Resident shall not assign, sublet or otherwise transfer his or her interest in the Premises or any part thereof. Any assignment, sublease or other transfer of the Premises shall be null and void.
3. **Description of Premises.** That portion of the Property contracted to Resident shall consist of the non-exclusive use and occupancy of one bedroom residence hall room (hereinafter, "Room"), double rooms to be shared with a roommate as assigned by the Housing and Residence Life. Housing and Residence Life shall assign Resident to a specific room in a residence hall on or before the Contract Commencement Date (as hereinafter defined); provided, however, that at any time during the term of the Contract, Housing and Residence Life shall be entitled to move Resident to another Room within the residence halls upon giving at least seventy-two (72) hours prior notice to Resident.
4. **Agreement to Adhere to University Policies, Federal, State and Municipal Laws.** Student agrees to respect and adhere to all policies, regulations and procedures pertaining to University housing and food service as outlined in this Contract, Residence Hall Guide, Student Code of Conduct, Marshall University Board of Governors Policies, any other University policy or procedure, and Federal, State or Municipal law. If the student is found to be in violation of any University policies, procedures, or law, the University reserves the right to change the student's assignment or to consider the Contract terminated. Students whose residency is terminated automatically (due to violations of University policies or procedures or law) forfeit all monies paid for that semester and remain liable for any unpaid room or meal plan balances at the time of termination. Students will be responsible for any interest, collection and reasonable attorney's fees associated with the collection of delinquent accounts. Marshall University and Housing and Residence Life may amend any of the terms and provisions of the Rules and Regulations at any time and without prior notice to Resident. Notice of any such changes shall be promptly communicated by Housing and Residence Life to Resident by posting such changes on the Property, delivery of the changes to the Room, or by such other means as Housing and Residence Life deems reasonably appropriate.
5. **Acceptance of Contract; Non-Discrimination.** Applications for University housing are subject to review by the Director of Housing and Residence Life. Pursuant to such review, residency may be denied for cause, and all monies paid returned prior to occupancy.
No citizen of the United States or any other person within the jurisdiction thereof shall, on the grounds of race, color, national origin, religion, sex, age, political affiliation, sexual orientation, gender identity or disability will be excluded from participation in, be denied the benefits of, or be subjected to discrimination in University housing or food service. In accordance with this, no individual will be excluded from housing on the basis of such factors, nor will such factors, other than sex or gender identity, be considered in making initial room assignments nor in approving requests for room changes, with the exception that the needs of disabled students will be evaluated in room assignment decisions.
6. **Meal Plan.** Students residing in the residence halls are required to select a one of the meal plan options. No meal plan changes will be accepted after less than 10 calendar days before first day of classes for the fall semester. For spring semester, the deadline for meal plan changes will be the Monday prior to start of classes. Failure to complete payment of the room and board invoice by the due date will result in the cancellation of your meal privileges, but will not result in a reduction of the total amount due. All students may choose from any Residence Hall meal plans offered. If a meal plan is not selected, the student will be placed on the 10 meals per week with \$500 Dining Dollars meal plan. If the University food service provider changes the meal plan options which alters these Meal plan costs will be billed by the University to the student account.

7. **Contract Period and Payment Schedule.** This Contract is binding for the entire Academic Year. Payments for the Academic Year are made once each semester. The due date for the first invoice will be approximately the first week of August and the second invoice is due mid-December. Due dates are noted on student invoices. Room and board fees are due in advance of the semester, regardless of the application date. Please refer to the “Official University Academic Calendar” (<https://www.marshall.edu/calendar/academic/>) for dates and times of residence halls openings and closings. The Contract is based on the Official University Academic Calendar as referenced above. If you are part of a program with a separate academic calendar that does not follow the Official University Academic Calendar, then you will be subject to a prorated per night fee for any additional nights. Students needing to check in prior to the official move-in or check out later than the approved date and time based on the University Academic Calendar must be approved by Housing & Residence Life and are subject to a nightly fee. Residence Halls are closed between Fall and Spring semesters. Students needing housing will be subject to a nightly fee. Students who arrive early, stay late, or require housing between semesters may not be able to remain in their permanent assignment and assigned a temporary room.

8. **Cancellation.** Cancellation of this Contract by those not planning to enroll in the University or reside on campus for the Fall semester must be received in writing by Housing and Residence Life on or before May 15th. Students not bound by the residency requirement, who check-in to housing and cancel after checking-in will be responsible for full room charges and board charges. Individuals who complete a contract and who enroll in the University will be expected to fulfill their financial obligations for the period specified.

9. **Withdrawal and Refunds.** Voluntary withdrawal from the University and, in turn, housing and food service prior to checking in to the residence halls will result in a full refund. Complete withdrawal from the University and housing and food service between checking in to Housing and the first Friday of the semester will result in a refund of room and board less first week charges. Withdrawals after the first Friday will result in a forfeiture of all monies paid for room and board. The student remains liable for any unpaid room and board balance due. Students who are denied admission, declared academically ineligible to return, or are unable to return for medical reasons, will be refunded room and board on a prorated basis. Please note that meal assignments are billed for a full week based on the food service vendor’s billing cycle.

10. **Events of Default; Remedies.** Any one or more of the following events or circumstances shall constitute a default by Resident of Resident’s obligations and responsibilities under this Contract (each an “Event of Default”):

- a. Resident’s failure to pay any Fees on or before the Fee payment deadline as set by Marshall University;
- b. Resident’s breach of any term, provision or condition of this Contract;
- c. Resident’s failure to vacate the Room upon the termination of this Contract, whether due to the expiration of the term of the Contract, loss of student status, or any prior termination by Owner as permitted herein;
- d. Resident’s abandonment of the Room; or
- e. Resident’s violation of the Rules and Regulations (as hereinafter defined in clause twelve (12)), Marshall University Student Conduct Code, any federal or state law or regulation or any county or any municipal ordinance or regulation, excluding traffic or parking violations punishable by fines no greater than Five Hundred and No/100 Dollars (\$500.00) in any one instance.

Upon the occurrence of any Event of Default, Owner may (i) terminate this Contract, (ii) refer the Event of Default to Marshall University for disciplinary action or (iii) exercise any other right or remedy available to Housing and Residence Life in law or in equity. Housing and Residence Life’s election to exercise any one or more remedies shall not be a waiver of any other remedies otherwise available to Housing and Residence Life. Resident shall pay to Housing and Residence Life all costs of collection incurred by Housing and Residence Life upon any Event of Default, including the reasonable fees and expenses of any attorneys retained by Housing and Residence Life and/or Agent. The housing contract is considered terminated when a resident is no longer enrolled as a student at the university. If a resident is not a student, they have 48 hours to vacate the assigned room and residence hall.

11. **Release from Residency Requirement and/or Housing Agreement.** This Contract is for the entire academic year. Releases shall not be granted unless exceptional circumstances are present. Provided the release request is received by the deadline, exceptional circumstances include, but are not limited to: married (and/or with dependents), two years beyond high school graduation, living with parent(s) or legal guardian in primary residence within a 50 mile driving distance, sophomores exempted to reside in fraternity or sorority housing by the Assistant Dean of Student Affairs or their designee, or the completion of 60 earned academic credits at the conclusion of any semester. Changing from full-time to part-time status does not automatically guarantee release from this contract. Requests for release are to be submitted to the Housing and Residence Life, no later than July 31st for returning students and August 7th for new incoming students for the fall semester and November 15th for the spring semester.

12. **Surrender of Room.** Upon the expiration of the term of this Contract or the earlier termination hereof, Resident shall surrender the Premises, including all portions of the Room shared with Co-Residents, in as good a state and condition as it was at the

commencement of this Contract, except for reasonable use, wear, and tear. Housing and Residence Life may consider any personal property left in the Room by Resident after the Surrender of Room to have been abandoned, in which case Housing and Residence Life may dispose of all such personal property in any manner Housing and Residence Life shall deem proper and Housing and Residence Life shall have no liability to Resident for doing so and Housing and Residence Life reserves the right to assess a fee for removal of any such items, and Resident shall indemnify Housing and Residence Life against the claims of any other person or entity regarding Housing and Residence Life's disposition of such property.

13. Hold Over. If Resident fails to vacate the Room, including the removal of all personal property brought into the Room by Resident or any guest or visitor of Resident, on or before the termination of this Contract, Resident shall pay Housing and Residence Life a fee of Seventy-five dollars (\$75.00) for each day, or any portion thereof, that Resident occupies the Room beyond the termination of this Contract, in addition to any fees assessed for removal of abandoned personal property.

14. Right of Inspection and Entry. Housing and Residence Life Staff or a contractor of Marshall University may enter the Room at reasonable times, with or without advance notice, to inspect and repair the Room. Student acknowledges that Marshall University, housing staff or a representative or contractor of Marshall University may inspect the Room on a monthly basis to determine Students' care of the Room and Students' compliance with all applicable health and safety rules and regulations and terms of the Contract. A maintenance request by a Student shall constitute Student's consent for Housing & Residence Life staff or a representative or contractor of Marshall University to enter into the Room.

15. Liability. Marshall University is not liable for the loss or damage from any cause to the personal property of a student. The insurance carried by the University residence halls covers only the buildings and contents which belong to the State. Students are encouraged to obtain renter's insurance or verify coverage on their parent's Homeowner's policy.

16. Endangering Behavior. Housing and Residence Life may terminate a Contract prior to the expiration of its term and immediately remove Resident and the Resident's guests or visitors from the Property in the event Resident's behavior or the behavior of any of Resident's guests or visitors is dangerous or has a serious potential for becoming dangerous to Resident, Co-Residents, other Residents of the Property or any other persons. Notice of such action will be given immediately to the appropriate Marshall University officials, who may take further disciplinary action. Removal from the Property and termination of the Contract is an administrative action, which may be taken by Housing and Residence Life in consultation with Marshall University officials. A Resident whose Contract has been terminated for endangering behavior has three (3) business days after such termination to appeal the decision in writing to Agent stating reasons for the appeal and a desired resolution; however, no appeal will delay an immediate removal of Resident and any guests or visitors of such Resident from the Property. In order to be readmitted to the Property, the former Resident must present evidence the behavior of Resident and/or Resident's guests or visitors will no longer jeopardize safety at the Property. As part of the appeal process, Housing and Residence Life reserves the right to have the former Resident evaluated by qualified health professionals and to obtain a written opinion from the same as to Resident's ability to abide by the conditions of the Contract, including these Rules and Regulations, however Housing and Residence Life /Agent is not required to abide by the opinion of the health professionals.

17. Missing Persons. Every student who resides in on-campus housing shall have the option to identify an individual to be contacted in the case the student is determined to be missing. Only authorized campus officials will have access to this information. At time of check-in to the residence halls during move-in, a student will be provided a sheet requesting information on who to contact should they be deemed missing. If the student is under 18 years of age and is not an emancipated individual (by court order, no longer under the control or responsibility of parents) Marshall University or law enforcement officials are required to notify a custodial parent or guardian within 24 hours after the minor student is determined missing.

18. Single Occupancy for Medical Accommodation. Residents who require a private room due to medical need may be provided single occupancy in a standard double occupancy room, subject to availability and review of provided verifiable medical documentation. If the Resident is provided this accommodation, all furniture must remain in the assigned room unless prior arrangements based on medical necessity are made with Housing and Residence Life.

19. Personal Attendant / Caregiver Services. Marshall University or designee is not responsible for providing an individual with a disability with services of a personal nature, such as assistance in eating, toileting, bathing or dressing. If a student is planning to reside in university housing and requires personal services, the Resident must provide the Department of Housing and Residence Life with documentation from a physician and / or appropriate agency or service that confirms the necessary assistance will be in place effective on the date of residency. If a non-Marshall University individual serves as a personal attendant / caregiver for a student with a disability, the personal attendant / caregiver may reside in the same room with the student for whom they are providing attendant services. The personal attendant / caregiver for the student must submit and pass a background check. The student must provide background documentation of the personal attendant / caregiver to the Department of Housing and Residence Life. The personal attendant / caregiver for a student will be required to adhere to all university policies, procedures, and regulations. The student will be responsible for paying for both spaces (located in room) for the entire duration.

20. Immunizations. All Marshall University Students are required to follow immunization requirements for admission to the University. Immunization requirements can be found at <https://www.marshall.edu/admissions/>.

- 21. Alterations and Improvements.** Resident shall make no alterations to the Room or any other part of the Property without the prior written consent of Housing and Residence Life.
- 22. Ceiling Tiles and Sprinkler Heads.** Residents are strictly prohibited from affixing or hanging any object, either permanently or temporarily, to or allowing any objects, including water, paint, or other liquids, to come in contact with any ceiling areas or sprinkler heads.
- 23. Damage.** Any damage to the Room or the Property, other than normal wear and tear, will be assessed to the responsible Resident or Co-Resident to the extent that they are identifiable. To the extent not identifiable, Resident and all Co-Residents of a Room will be assessed for any damage to the Room or the Property on a joint and several basis. Resident agrees to immediately reimburse Housing and Residence Life for any assessments described in the Contract or Rules and Regulations. Should assessments be made after the expiration of the Contract, they shall constitute a debt payable by Resident immediately upon demand by Housing and Residence Life. Costs for damage caused by failure to report maintenance concerns in a timely manner will be billed to the Resident found to be at fault or to Resident and Co-Residents if fault cannot be determined. Damage charges may only be assessed by professional staff members.
- 24.** Resident permits University to sign for packages that arrive at the residence halls or campus mail room that may require signature. Resident indemnifies the University harmless from all claims for liability including any expenses, attorney's fees, or other litigation costs due to any loss or damage to shipments handled by University.
- 25. Personal Property and Insurance Notice.** All personal property placed or kept in the Room, or in any storage room or space or anywhere on the Property, shall be at Resident's sole risk, and Housing and Residence life and Marshall University shall not be liable for any damages to, or loss of, such property. Housing and Residence Life encourages Resident to keep the exterior doors of the Room locked at all times. Resident may choose, at his/her own risk, to leave personal property in his/her Room during holidays/breaks/low occupancy periods. However, Housing and Residence Life strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Housing and Residence Life's or Marshall University's insurance covers Resident's belongings from losses not caused by Housing and Residence Life negligence, and strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification."

RESIDENT IS ENCOURAGED TO SECURE RENTER'S OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.

- 26. Release of Liability and Indemnification.** Resident, on behalf of himself/herself and his/her heirs and assigns, hereby covenants and agrees to fully release, indemnify, defend, and hold harmless Housing and Residence Life and Marshall University and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from and against any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising from any death, injury, damage or loss to/of Resident, any guest of Resident, or any other person, or to any property of Resident or any third party, occurring on the Premises or any part of the Property, including but not limited to any death, injury, loss or damage caused by burglary, assault, vandalism, theft or any other criminal activity, negligence of others, wind, rain, flood, water, hail, ice, snow, lightning, fire, smoke, explosions, natural disasters or other acts of God, or failure to report maintenance concerns, unless such damage or injury is the result of the negligence or willful misconduct of Housing and Residence Life or Marshall University and their agents or employees.
- 27. Entire Agreement.** This Contract sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous letters of intent, agreements, representations, warranties and conditions. Any prior correspondence, memoranda or agreements between the parties are not binding on or enforceable against any party, and are superseded and replaced in total by this Contract.
- 28. Governing Law.** This Agreement is entered into in the State of West Virginia, and is governed by its laws, without regard to its principles of conflicts of laws.
- 29. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- 30. Separability Clause.** If any provision of this Contract or a portion of any provision is deemed invalid by any court of competent jurisdiction, the remainder of this Contract shall not be affected and shall remain in full force and effect.

Marshall ID #

Print Name

Student's Signature

Parent's Signature (If student is under 18)

I understand that this contract is a legal and binding document. I will be liable for the remaining room and board fees if I leave housing before the contract ends.

Date of Signature _____

SEMESTER TO BEGIN CONTRACT: ☐ Fall ☐ Spring ACADEMIC YEAR: _____

2026-2027 HOUSING CONTRACT
Provident Group-Marshall Properties, L.L.C., Owner Capstone
On-Campus Management, L.L.C., Management Agent

The First Year Residence Halls, located on the campus of Marshall University, with the mailing address of 415 Thundering Herd Drive, Huntington, West Virginia 25703 (hereinafter, the “Property”), are owned and operated by **Provident Group-Marshall Properties, L.L.C.**, limited liability company, whose sole member is Provident Group, Inc., a Louisiana non-profit, public benefit corporation (hereinafter, “Owner”), and are managed by Capstone On-Campus Management, L.L.C. (hereinafter, “Agent”). The Property is a privately operated facility located on the campus of Marshall University in Huntington, West Virginia. Neither the Owner nor the Agent is a division of Marshall University or the State of West Virginia. The Property, Agent, and Owner work cooperatively with Marshall University in the observation of all applicable University policies including, but not limited to, those pertaining to residency on the Marshall University Campus. All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income.

This **CONTRACT** (hereinafter, the “Contract”) is made and entered by and between Owner and _____ (hereinafter, “Resident”), whose **Student Identification Number (MUID)** is _____

Owner hereby contracts with Resident and Resident hereby contracts with Owner for the use of the Premises (as hereinafter defined) on the terms and conditions set forth in this Contract.

1. **Eligibility.** All full time Marshall University freshmen and sophomores are required to live in a University residence hall. Students must be admitted to the University prior to acceptance of the Contract. To qualify for residency in the Property, Resident must be throughout the term of this Contract, a student in good standing with Marshall University. Owner reserves the right to deny residency to, or terminate the residency of, any person not meeting the foregoing eligibility requirements.
2. **Description of Premises.** That portion of the Property contracted to Resident shall consist of the non-exclusive use and occupancy of one bedroom and one bathroom in a double occupancy residence hall room (hereinafter, “Room”), each to be shared with a roommate as assigned by the Owner. Owner shall assign Resident to a specific room in the Property on or before the Contract Commencement Date (as hereinafter defined); provided, however, that at any time during the term of the Contract, Owner shall be entitled to move Resident to another Room within the Property upon giving at least seventy-two (72) hours prior notice to Resident.
3. **Agreement to Adhere to University Policies, Federal, State and Municipal Laws.** Student agrees to respect and adhere to all policies, regulations and procedures pertaining to University housing and food service as outlined in this Contract, Residence Hall Guide, Student Code of Conduct, Marshall University Board of Governors Policies, any other University policy or procedure, and Federal, State or Municipal law. If the student is found to be in violation of any University policies, procedures, or law, the University reserves the right to change the student’s assignment or to consider the Contract terminated. Students whose residency is terminated automatically (due to violations of University policies or procedures or law) forfeit all monies paid for that semester and remain liable for any unpaid room or meal plan balances at the time of termination. Students will be responsible for any interest, collection and reasonable attorney’s fees associated with the collection of delinquent accounts. Marshall University and Housing and Residence Life may amend any of the terms and provisions of the Rules and Regulations at any time and without prior notice to Resident. Notice of any such changes shall be promptly communicated by Housing and Residence Life to Resident by posting such changes on the Property, delivery of the changes to the Room, or by such other means as Housing and Residence Life deems reasonably appropriate.
4. **Term.** This Contract for student housing is binding for the entire academic year. Please refer to the official University calendar at <http://www.marshall.edu/calendar/academic/> for dates and times of residence halls openings and closings.
5. **Room Reservation Deposit.** All Contracts must be accompanied by a \$200.00 reservation deposit. This deposit is credited to the student’s first semester housing charges. The University’s acceptance of a room reservation deposit does not constitute a guarantee of admission to the University, or a guarantee of a housing assignment.
6. **Agent.** Owner has hired an agent as property manager (hereinafter, the “Agent”) to conduct all business for Owner concerning the Property, including but not limited to all Resident issues, policies, and procedures. Resident acknowledges that, when the name “Provident Group-Marshall Properties, L.L.C.” or “Owner” are referenced herein, Agent is authorized to act as agent for and on behalf of Owner. The Agent as of the date of this Contract is Capstone On-Campus Management, L.L.C.

7. **Fees.** Payments for the academic year are made once each semester. The due date for the first invoice will be approximately the first week of August and the second invoice is due mid-December. Due dates are noted on student invoices. All room and board fees are due in advance of the semester, regardless of the application date in accordance with the payment schedule of Marshall University. For payment information and dates, please refer to <http://www.marshall.edu/bursar/tuition-payment/tuitionhousing-rates/>

All payments of Fees shall be made to Marshall University per University policy and per instructions on Fee invoices issued by the University. Resident is responsible for Fee payment to the University, regardless of whether a Fee invoice is received by the Resident. Late payments and any penalties assessed will follow Marshall University policy for Fee payment.

Resident is required to purchase a meal plan. Meal plan costs will be billed by the University to the student account.

7. **Events of Default; Remedies.** Any one or more of the following events or circumstances shall constitute a default by Resident of Resident's obligations and responsibilities under this Contract (each an "Event of Default"):
- (a) Resident's failure to pay any Fees on or before the Fee payment deadline as set by Marshall University;
 - (b) Resident's breach of any term, provision or condition of this Contract;
 - (c) Resident's failure to vacate the Room upon the termination of this Contract, whether due to the expiration of the term of the Contract or any prior termination by Owner as permitted herein;
 - (d) Resident's abandonment of the Room; or
 - (e) Resident's violation of the Rules and Regulations (as hereinafter defined in clause twelve (12)), Marshall University Student Conduct Code, any federal or state law or regulation or any county or any municipal ordinance or regulation, excluding traffic or parking violations punishable by fines no greater than Five Hundred and No/100 Dollars (\$500.00) in any one instance.

Upon the occurrence of any Event of Default, Owner may (i) terminate this Contract, (ii) refer the Event of Default to Marshall University for disciplinary action or (iii) exercise any other right or remedy available to Owner in law or in equity. Owner's election to exercise any one or more remedies shall not be a waiver of any other remedies otherwise available to Owner. Resident shall pay to Owner all costs of collection incurred by Owner upon any Event of Default, including the reasonable fees and expenses of any attorneys retained by Owner and/or Agent.

8. **Assignments and Subletting.** While every attempt is made to accommodate assignment preference requests, no guarantees are made. Assignments are based on gender, class standing, and preferences as indicated on the housing application or University approved roommate matching software. No assignment-related decisions will be made based on race, color, national origin, religion, age, political affiliation, sexual orientation, or disability, except as needed to make reasonable accommodation for a Resident with a documented disability. Priority for assignment requests is based on the date the application is received by the Marshall University Department of Housing and Residence Life. **The First Year Residence Halls reserve the right to consolidate students assigned to double rooms who do not have a roommate.**

A room assignment is held until 5:00 PM on the first day of classes. After this time, rooms may be reassigned by Owner, unless Resident has previously arranged for a delayed check-in with the Owner. Resident shall not assign, sublet or otherwise transfer his or her interest in the Premises or any part thereof. Any assignment, sublease or other transfer of the Premises shall be null and void.

9. **Surrender of Room.** Upon the expiration of the term of this Contract or the earlier termination hereof, Resident shall surrender the Premises, including all portions of the Room shared with Co-Residents, in as good a state and condition as it was at the commencement of this Contract, except for reasonable use, wear, and tear. Owner may consider any personal property left in the Room by Resident after the Surrender of Room to have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and Owner shall have no liability to Resident for doing so and Owner reserves the right to assess a fee for removal of any such items, and Resident shall indemnify Owner against the claims of any other person or entity regarding Owner's disposition of such property.
10. **Hold Over.** If Resident fails to vacate the Room, including the removal of all personal property brought into the Room by Resident or any guest or visitor of Resident, on or before the termination of this Contract, Resident shall pay Owner a fee of Seventy-five dollars (\$75.00) for each day, or any portion thereof, that Resident occupies the Room beyond the termination of this Contract, in addition to any fees assessed for removal of abandoned personal property.
11. **Right of Inspection and Entry.** Resident agrees that Owner, Agent, or any representative or contractor of either Owner or Agent may enter the Room at reasonable times, with or without advance notice, to inspect and repair the Room.

Resident acknowledges that Owner, Agent or a representative or contractor of Owner or Agent will inspect the Room on a monthly basis to determine Resident's care of the Room and Resident's compliance with all applicable health and safety rules and regulations and terms of the Contract. A maintenance request by a Resident shall constitute Resident's consent for Owner, Agent or a representative or contractor of Owner or Agent to enter the Room.

- 12. Rules and Regulations: Agreement to Adhere to University Policies.** In addition to the provisions set forth above and below, Resident agrees to respect and adhere to all policies, rules, regulations and procedures pertaining to housing as outlined in this Contract, the Residence Hall Guide, Student Code of Conduct, Marshall University Board of Governors Standards and any other University policies or regulations which are made a part of this Contract by reference (collectively, the "Rules and Regulations"). If the Resident is found to be in violation of any such Rules and Regulations, Agent reserves the right to change the Resident's assignment or to consider the Contract terminated. When residency is terminated under these conditions, refunds will be made in accordance with the terms of this Contract. For policies, regulations, and procedures, please refer to <https://www.marshall.edu/student-conduct/>.

Marshall University and Owner may amend any of the terms and provisions of the Rules and Regulations at any time and without prior notice to Resident. Notice of any such changes shall be promptly communicated by Owner to Resident by posting such changes on the Property, delivery of the changes to the Room, or by such other means as Owner deems reasonably appropriate.

- 13. Adherence to Health Guidelines.** In the event of a major health crisis, Resident agrees, when on the Property, to follow all federal (including the CDC), state, and local guidelines and recommendations regarding social distancing, hygiene and the use of face masks/coverings, as well as all University and community specific guidelines and requirements regarding the same.

Resident agrees to follow all of Agent's guidelines and requirements regarding the use and maintenance of the Property (including Resident's Bedroom, Suite, and Common Areas), including, without limitation, performing additional sanitation and hygiene measures, maintaining social distancing requirements, meeting face mask/covering requirements, abiding by limitations on gatherings, maintenance and use of elevators, maintenance and use of Common Areas, maintenance and use of shared equipment, and access to the Property.

Resident hereby agrees to notify Agent in writing within 24 hours or sooner if Resident, or any guest of Resident, is diagnosed with COVID-19, or any other highly contagious disease or infection, subject to applicable privacy laws. University personnel will be conducting contact tracing to identify those individuals who may have come in close contact with someone who has been confirmed positive for COVID-19 or other highly contagious disease or infection. Resident agrees to allow Agent and University personnel to share this information with necessary parties, such as the Cabell County Health Department, to be proactive in preventing the spread of any infectious disease.

- 14. Endangering Behavior.** Owner may terminate a Contract prior to the expiration of its term and immediately remove Resident and the Resident's guests or visitors from the Property in the event Resident's behavior or the behavior of any of Resident's guests or visitors is dangerous or has a serious potential for becoming dangerous to Resident, their roommate, other Residents of the Property or any other persons. Notice of such action will be given immediately to the appropriate Marshall University officials, who may take further disciplinary action. Removal from the Property and termination of the Contract is an administrative action, which may be taken by Owner in consultation with Marshall University officials. A Resident whose Contract has been terminated for endangering behavior has three (3) business days after such termination to appeal the decision in writing to Agent stating reasons for the appeal and a desired resolution; however, no appeal will delay an immediate removal of Resident and any guests or visitors of Resident from the Property. In order to be readmitted to the Property, the former Resident must present evidence the behavior of Resident and/or Resident's guests or visitors will no longer jeopardize safety at the Property. As part of the appeal process, Owner reserves the right to have the former Resident evaluated by qualified health professionals and to obtain a written opinion from the same as to Resident's ability to abide by the conditions of the Contract, including these Rules and Regulations, however Owner/Agent is not required to abide by the opinion of the health professionals.

- 15. Missing Persons.** Every student who resides in on-campus housing shall have the option to identify an individual to be contacted in the case the student is determined to be missing. Only authorized campus officials will have access to this information. At time of check-in to the residence halls during move-in, a student will be provided a sheet requesting information on who to contact should they be deemed missing. If the student is under 18 years of age and is not an emancipated individual (by court order, no longer under the control or responsibility of parents) Marshall University or law enforcement officials are required to notify a custodial parent or guardian within 24 hours after the minor student is determined missing.

- 16. Single Occupancy for Medical Accommodation.** Residents who require a private room due to medical need may be provided single occupancy in a standard double occupancy room, subject to availability and review of provided

verifiable medical documentation by the Office of Disability Services. If the Resident is provided this accommodation, all furniture must remain in the assigned room unless prior arrangements based on medical necessity are made with the Agent.

17. **Personal Attendant / Caregiver Services.** Marshall University or designee is not responsible for providing an individual with a disability services of a personal nature, such as assistance in eating, toileting, bathing or dressing. If a student is planning to reside in university housing and requires personal services, the Resident must provide the Office of Disability Services with documentation from a physician and / or appropriate agency or service that confirms the necessary assistance will be in place effective on the date of residency. If a non-Marshall University individual serves as a personal attendant / caregiver for a student with a disability, the personal attendant / caregiver may reside in the same room with the student for whom they are providing attendant services. The personal attendant / caregiver for the student must submit and pass a background check. The student must provide background documentation of the personal attendant / caregiver to Agent. The personal attendant / caregiver for a student will be required to adhere to all university policies, procedures, and regulations.
18. **Immunizations.** All Marshall University Students are required to follow immunization requirements for admission to the University. Immunization requirements can be found at <https://www.marshall.edu/admissions/undergraduate/freshman/>.
19. **Alterations and Improvements.** Resident shall make no alterations to the Room or any other part of the Property without the prior written consent of Owner.
20. **Permission.** By signing this Contract, Resident (or the parent or guardian, if applicable), authorizes Owner and Agent to share with and request and receive from Marshall University information about Resident regarding disciplinary status, payment history, academic status, enrollment status, eligibility for housing, financial aid eligibility/disbursement and number of credit hours being taken in the current semester or registered for in a future semester. Resident (and parent or guardian, if applicable) authorizes Owner, Agent or other representative of either Owner or Agent to contact Resident's parent or guardian at any time regarding any issues related to the Resident's use or occupancy of the Room per the University Code of Conduct.
21. **Keys.** Keys to all Rooms are the exclusive property of Owner and must be returned to Agent at the end of Resident's occupancy of Room. A charge of sixty dollars (\$75.00) will be assessed for lost bedroom keys and a charge of thirty dollars (\$30.00) will be assessed for lost mailbox keys. Lost keys will result in a mandatory lock change. Keys not returned upon termination of this Contract will result in the same charges stated above to cover costs for lock changes. Resident shall not duplicate keys or alter any locks or install additional locks without the prior written consent of Owner.
22. **Ceiling Tiles and Sprinkler Heads.** Residents are strictly prohibited from affixing or hanging any object, either permanently or temporarily, to or allowing any objects, including water, paint, or other liquids, to come in contact with any ceiling areas or sprinkler heads.
23. **Damage.** Any damage to the Room or the Property, other than normal wear and tear, will be assessed to the responsible Resident or Co-Resident to the extent that they are identifiable. To the extent not identifiable, Resident and Co-Resident of a Room will be assessed for any damage to the Room or the Property on a joint and several basis. Resident agrees to immediately reimburse Owner for any assessments described in the Contract or Rules and Regulations. Should assessments be made after the expiration of the Contract, they shall constitute a debt payable by Resident immediately upon demand by Owner. Costs for damage caused by failure to report maintenance concerns in a timely manner will be billed to the Resident found to be at fault or to Resident and Co-Residents if fault cannot be determined. Damage charges may only be assessed by professional staff members.
24. **Personal Property and Insurance Notice.** All personal property placed or kept in the Room, or in any storage room or space or anywhere on the Property, shall be at Resident's sole risk, and Owner shall not be liable for any damages to, or loss of, such property. Owner encourages Resident to keep the exterior doors of the Room locked at all times. Resident may choose, at his/her own risk, to leave personal property in his/her Room during holidays/breaks/low occupancy periods. However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner's nor Agent's insurance covers Resident's belongings from losses not caused by Owner or Agent's negligence, and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification."

(Resident Initial) RESIDENT IS ENCOURAGED TO SECURE RENTER'S OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.

25. **Release of Liability and Indemnification.** Resident, on behalf of himself/herself and his/her heirs and assigns, hereby covenants and agrees to fully release, indemnify, defend, and hold harmless Owner and Agent and their respective officers, directors, shareholders, members, managers, employees, heirs, beneficiaries, legal representatives, successors and assigns, from and against any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising from any death, illness, injury, damage or loss to/of Resident, any guest of Resident, or any other person, or to any property of Resident or any third party, occurring on the Premises or any part of the Property, including but not limited to any death, illness, injury, loss or damage caused by burglary, assault, vandalism, theft or any other criminal activity, negligence of others, wind, rain, flood, water, hail, ice, snow, lightning, fire, smoke, explosions, natural disasters or other acts of God, or failure to report maintenance concerns, unless such damage or injury is the result of the negligence or willful misconduct of Owner or Agent, their agents or employees.
26. **Waiver.** Resident waives, for Resident and Resident's executors, administrators, heirs and assigns, any and all rights and claims which Resident, individually or jointly, may have or which may hereafter arise against Agent, Owner, University, and any of Agent's, Owner's, and/or University's members, directors, officers, employees, contractors, agents, successors and assigns, for damages, losses, demands and any other actions related to the COVID-19 pandemic or any other major health crisis, including but not limited to any and all injuries, damages or illnesses suffered by Resident, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Resident's use of or presence in the Property.
27. **Meal Plans.** Residents in the First Year Residence Halls are required to select one of the meal plan options found at <https://www.marshall.edu/housing/residence-hall-info/rates/>. Failure to complete payment of the room and board invoice by the due date will result in the cancellation of meal privileges but will not result in a reduction of the total amount due. If a meal plan is not selected, Resident will be assigned a default meal plan option. Meal plan costs will be billed by the University to the student account.
28. **Cancellation.** Cancellation of this Contract by those not planning to enroll in the University or reside on campus for the Fall semester must be received in writing by the Department of Housing and Residence Life on or before May 15th. Such cancellations will result in a refund of \$100.00 of the reservation deposit. Cancellations postmarked after May 15th from individuals who do not enroll in the University or reside on campus will result in a forfeiture of the entire \$200.00 reservation deposit. Residents who apply for housing after May 15th and then cancel their contract also forfeit the \$200.00 reservation deposit. For those Contracts commencing for the Spring or Summer terms, cancellations postmarked 30 days before the opening of housing will result in a \$100.00 refund. Cancellations postmarked after that date will result in a forfeiture of the entire \$200.00 reservation deposit. Students not bound by the residency requirement, who check in to housing and cancel after checking in will be responsible for full room and board charges. Individuals who complete a contract and who enroll in the University (academic classes) will be expected to fulfill their financial obligations for the period specified.
29. **Force Majeure.** If the Owner or Agent and/or University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, act(s) of God, riots, terrorism, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner and Agent shall be excused from performance of this Contract and will not have any liability in connection therewith.
30. **Early Termination.** Resident acknowledges that Agent may be required to terminate the Housing Contract prior to the Contract Expiration Date pursuant to federal, state, local or University mandate. Resident agrees that, in the event that the Housing Contract is terminated prior to the Contract Expiration Date, the provisions of the Housing Contract (including any new guidelines provided to Resident related to required move out procedures and timelines) will apply in full force and effect.
31. **Withdrawal and Refunds.** Voluntary withdrawal from the University and, in turn, housing prior to the opening of the residence halls will result in a full refund less the \$200.00 reservation deposit. Complete withdrawal from the University between the opening day for Housing and the first Friday of the semester will result in a refund of the semester's room and board charges less the charges for the first week. Withdrawals after the first Friday of the semester will result in a forfeiture of all monies paid for room and board. The student remains liable for any unpaid room and board balance due. Students who are denied admission, declared academically ineligible to return, or are unable to return for medical reasons will be refunded room and board on a prorated basis. Please note meal plans are billed on a weekly basis through Thursday.

Residents whose residency is terminated automatically (due to violations of Code of Conduct or Residence Hall policies) forfeit all monies paid for that semester and remain liable for any unpaid room or meal plan balances at the time of termination. Resident may request termination of this Housing Contract by submitting a written request to Agent. Said request will be processed and reviewed and the Housing Contract may only be terminated at the discretion of Agent. In all instances,

the burden of proof shall lie with the Resident to demonstrate grounds for early termination. Resident's obligation to pay the Fees required hereunder shall continue for the entire term of this Contract and until all sums due Owner have been paid in full if termination request is not granted. Residents will be responsible for any interest, collection and reasonable attorney's fees associated with the collection of delinquent accounts. Residents who are denied admission, declared academically ineligible to return, or are unable to return for medical reasons, may be refunded on a prorated basis.

32. **Release from the University Residency Requirement and/or this Housing Contract.** This Housing Contract is a legal and binding contract for the entire academic year. Releases shall not be granted unless exceptional circumstances are present. Students choosing to attend Marshall University are expected to reside in the residence halls for their freshman and sophomore years. Exception to this policy may be granted to students under the following conditions provided release requests are submitted by the deadline: married (and/or with dependents), two years beyond high school graduation, living with parent(s) or legal guardian in primary residence within a 50 mile driving distance, sophomores exempted to reside in fraternity or sorority housing by the Director of Fraternity and Sorority Life, or the completion of 60 earned academic credits at the conclusion of any semester. Changing from full-time to part-time status does not guarantee release from this Contract. Requests for release are to be submitted to the Housing and Residence Life department no later than August 7th for new incoming students for the fall semester and November 15th for the spring semester.

(Resident Initials) **RELEASE FROM RESIDENCY REQUIREMENT DURING THE SEMESTER DOES NOT REMOVE RESIDENT'S LIABILITY FOR HOUSING CHARGES FOR THAT SEMESTER IF RESIDENT HAS CHECKED INTO ROOM.**

29. **Entire Agreement.** This Contract sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous letters of intent, agreements, representations, warranties and conditions. Any prior correspondence, memoranda or agreements between the parties are not binding on or enforceable against any party and are superseded and replaced in total by this Contract.
30. **Governing Law.** This Agreement is entered into in the State of West Virginia, and is governed by its laws, without regard to its principles of conflicts of laws.
31. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
32. **Separability Clause.** If any provision of this Contract or a portion of any provision is deemed invalid by any court of competent jurisdiction, the remainder of this Contract shall not be affected and shall remain in full force and effect.

I understand that this Housing Contract is a legal and binding document and I agree to abide by the terms and conditions noted above.

RESIDENT

Electronic Signature (MUID): _____ Print Name: _____ Date: _____

PARENT (if Resident is under 18)

Electronic Signature (Code): _____ Print Name: _____ Date: _____

OWNER (by Capstone On-Campus Management, L. L. C., as Agent)

Signature: _____ Print Name: _____ Date: _____

SEMESTER TO BEGIN CONTRACT (check one): ☐ Fall ☐ Spring

ACADEMIC YEAR: Fall 2026 and Spring 2027 applications