



## 2025-2026 HOUSING AGREEMENT

**Marywood University Housing and Residence Life**, mailing address of 2300 Adams Avenue, Scranton, PA 18509 (hereinafter, the “Residence Halls”), are owned and operated by **Marywood University**, a nonprofit, religious and educational organization (hereinafter, “Marywood”). Student must observe all applicable Marywood University policies including, but not limited to, those pertaining to residency on the Marywood University Campus. Marywood maintains and follows a policy of equal educational and employment opportunity and nondiscrimination in its educational programs and all other activities that it operates both on and off Marywood property.

This **Housing Agreement** (hereinafter, the “Agreement”) is made and entered by and between Marywood and Student (hereinafter, “Resident”).

Marywood hereby contracts with Resident and Resident hereby contracts with Marywood for the use of the Premises

(as hereinafter defined) on the terms and conditions set forth in this Agreement.

**1. Eligibility.** Eligibility to live in Marywood housing is limited to full-time Marywood students and students enrolled in the University’s Intensive English, Global Education, or similar program. Full-time undergraduate students must be enrolled for a minimum of 12 credits each semester, and graduate students must be enrolled for a minimum of 6 credits each semester. Marywood’s residency requirement is that all unmarried, full-time undergraduate students must reside in University housing during their first two years of enrollment unless they are at least 21 years of age or are living with their parents/guardians in their primary family homes that are within a 45-mile radius of Marywood’s campus.

If a student is enrolled in 11 credit hours or less or drops below full-time enrollment status at any time throughout the term of this Agreement, they may remain in housing if they meet the requirement for a part-time student housing exemption. To request an exemption, student must submit documentation via email to the Office of Housing and Residence Life within five business days after a confirmed change in enrollment status.

A student must be admitted to Marywood prior to acceptance of the Agreement. To qualify for residency in Marywood Housing, the Resident must remain, throughout the term of this Agreement, a student in good standing with Marywood University. Marywood reserves the right to deny residency to, or terminate the residency of, any person not meeting these eligibility requirements.

**2. Assignments.** Marywood is responsible for room assignments and room change processes. Marywood will make assignments and changes according to departmental procedures and, when practical, in accordance with Resident preferences. Marywood cannot guarantee that Resident's request for housing will be granted. Failure to honor housing preferences or requests does not void this Agreement. Marywood reserves the right to: (a) assign the remaining space(s) of a room whenever a vacancy in occupancy occurs; (b) increase the number of occupants per room in the event of need; (c) assign Resident to temporary accommodations in the event of emergency or need; (d) reassign rooms for occupancy during housing break periods; (e) consolidate roommates, for space management purposes, when vacancies occur; (f) change room assignments for health, safety or repair services, or for disciplinary reasons caused by the Resident, or for irresolvable incompatibility of roommates, as determined by Marywood in its sole and absolute discretion; and (g) designate the occupancy level for each room.

A room assignment is held until 5:00 PM on the first day of classes. Unless Resident has previously arranged for a delayed check-in with Marywood, rooms may be reassigned after this time. This Agreement cannot be transferred or reassigned. Resident shall not assign, sublet or otherwise transfer their interest in the Residence Hall or any part thereof. Any assignment, sublease or other transfer of the Resident Hall shall be null and void.

**3. Term.** This Agreement is binding for the entire academic year (two semesters) commencing with the Fall semester; except when the Resident completes graduation requirements midyear, when the Resident enters into the Agreement at the beginning of the Spring semester, or exceptional circumstances are present that result in Resident receiving approval for a release from this Agreement.

During official Marywood break periods, students must vacate University housing on the date of facility closures. Students may only reside in housing during official Marywood break periods with prior approval from the Office of Housing and Residence Life and on the condition that any additional charges assessed are paid in full. Marywood Housing facilities close for Thanksgiving Break, between Fall and Spring semesters (Winter Break), Spring Break, and Easter Break. In addition to communicated housing closures, Residents must vacate housing within 24 hours of any change in enrollment status and/or termination of this Housing Agreement. Please refer to the official Marywood University calendar at <https://www.marywood.edu/academics/registrars-office/academic-calendar> for dates and times of residence halls openings and closings.

**4. Surrender of Room.** Upon the expiration of the term of this Agreement or the earlier termination hereof, Resident shall surrender the Premises, including all portions of the Room shared with roommates or suitemates, in as good a state and condition as it was at the commencement of the Agreement, except for reasonable use, wear, and tear. Marywood will consider any personal property remaining in Resident's Room after the Surrender of Room to be abandoned, in which case Marywood may dispose of all such personal property in any manner Marywood shall deem proper. Marywood shall have no liability to Resident for doing so and Marywood reserves the right to assess a fee for removal of any such items. Resident shall indemnify and defend Marywood against the claims of any other person or entity regarding Marywood's disposition of such property.

**5. 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 Agreement, Resident shall pay Marywood a fee of seventy-five dollars (\$75.00) for each day that Resident occupies the Room beyond the termination of this Agreement, as well as any fees assessed for removal of abandoned personal property.

**6. Housing Reservation Fee.** Marywood's acceptance of a housing reservation fee does not constitute a guarantee of a housing assignment. All Housing Agreements must be accompanied by a non-refundable \$300.00 housing reservation fee in order to secure a housing placement. This fee is applied to a student's account for the following semester.

**7. Fees.** All room and board fees are due in advance of the semester, regardless of the application date, in accordance with the payment schedule of Marywood University. For payment information and dates, please refer to <https://www.marywood.edu/affordability/tuition/pay>.

All payments of aforementioned Fees shall be made to Marywood per University policy and per instructions on Fee invoices which Marywood issues to Resident. Resident is responsible for Fee payment to Marywood, regardless of whether a Fee invoice is received by the Resident.

**8. Meal Plans.** All residents assigned to Undergraduate Residential facilities areas are required to select from one of the eligible meal plan options found at <https://www.marywood.edu/life-at-mu/campus-life/meal-plans>. If a meal plan is not selected, Resident will be assigned the default meal plan option, the 15 Meals Per Week Plan. Meal plans are administered by Dining Services. Marywood invoices meal plan costs to the student account. For additional meal plan or dining information, please refer to <https://dineoncampus.com/marywood>

**9. 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 Agreement (each an "Event of Default"):

- Resident's failure to pay any Fees on or before the Fee payment deadline as set by Marywood University;
- Resident's breach of any term, provision or condition of this Agreement;
- Resident's failure to vacate the Room upon the termination of this Agreement, whether due to the expiration of the term of the Agreement or due to Marywood terminating this Agreement;
- Resident's abandonment of the Room; or
- Resident's violation of the Policies and Procedures as hereinafter defined in clause thirteen (13) of this Agreement, Marywood University's Conduct Policies and Procedures, any federal or state law or regulation or any governmental, state, county or municipal ordinance or regulation, excluding traffic or parking violations punishable by fines no greater than five hundred dollars (\$500.00) in any one instance.

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

**10. Cancellation.** This agreement is a legally binding agreement. By signing this agreement, Resident assumes responsibility for the terms, conditions, and financial obligations contained herein. Students not bound by the residency requirement who wish to cancel their on-campus housing before the start of the Fall semester must submit their request to Housing and Residence Life by August 1st. For Agreements commencing in the Spring semester, students must submit a written request to Housing and Residence Life by December 1st. Such cancellations will result in a refund of room and board charges less the \$300.00 reservation fee.

A student not bound by the residency requirement who wishes to cancel this Agreement after checking into housing and occupying a room is responsible for full room charges for the term of the Agreement. If Resident vacates their room without obtaining written approval of a cancellation, or if a Resident fails to take occupancy of their assigned room without written approval of a cancellation, the Resident remains financially responsible for the room for the term of the Agreement. Cancellation or release from this Agreement is not granted until Resident receives approval from the Office of Housing and Residence Life.

Resident may request a release from this Agreement by submitting a written *Release from Housing* form to the Office of Housing and Residence Life. Said request will be processed and reviewed, and the Agreement may only be cancelled at the discretion of Marywood. In all instances, Resident has the burden of proof to demonstrate grounds for early termination. Resident's obligation to pay the Fees required by the Agreement shall continue for the entire term of this Agreement and until all sums due to Marywood are paid in full should a cancellation request not be granted. Residents are responsible for any interest, collection, and reasonable attorney's fees associated with the collection of delinquent accounts.

**11. Withdrawal and Refunds.** Students who officially withdraw or take a leave of absence from Marywood may be eligible for termination of the Agreement and refund of room and board fees under the following conditions:

- a. An official withdrawal from Marywood and, in turn, housing, is received prior to the opening day of Housing. This will result in a refund of room and board charges less the \$300.00 reservation fee.
- b. An official withdrawal from Marywood is received between the opening day for Housing and the 16th calendar day of the semester will result in a 25% room charge and a 75% refund of room fees.
- c. An official withdrawal from Marywood is received between the 17th and the 23rd calendar day of the semester will result in a 50% room charge and a 50% refund of room fees.
- d. Withdrawal from Marywood between the 24th and the 30th calendar day of the semester will result in a 75% room charge and a 25% refund of room fees.
- e. An official withdrawal received after the 30th calendar day of the semester is not eligible for a room refund and the student is responsible for 100% of room fees.
- f. Students will receive a daily prorated refund for board charges up to the 12th week of the semester, and any withdrawals after the 12th week will result in a forfeiture of all monies paid for board fees.

Resident is responsible for requesting release from this Agreement by submitting a written Release from Housing form to the Office of Housing and Residence Life after completing an official withdrawal or leave of absence from Marywood. Resident remains responsible for any unpaid room and board balance due until granted a release from the Agreement. Students who are denied admission to Marywood University or declared academically ineligible to return to Marywood prior to the opening of the residence halls will result in a full refund of room and board charges less the \$300.00 reservation fee.

**12. Right of Inspection and Entry.** Resident agrees that Marywood or any representative or contractor of Marywood may enter the Room at reasonable times, with or without advance notice, to inspect and repair the Room. Resident acknowledges that Marywood or a representative or contractor of Marywood may inspect the Room as needed or necessary to determine Resident's care of the Room and Resident's compliance with all

applicable health and safety rules and regulations and terms of this Agreement. Marywood or any representative or contractor of Marywood reserves the right to enter students' living areas to respond to emergencies, to perform routine maintenance work, to maintain an environment that ensures the health, safety, and welfare of all residents, to perform routine health and safety inspections prior to and during break periods, to enforce University policies, to locate persons or missing property, and/or to comply with federal, state, and local laws and regulations. By submitting a maintenance request, Resident consents to Marywood or a representative or contractor of Marywood to enter the Room.

**13. Rules and Regulations: Agreement to Adhere to University Policies.** Resident agrees to be bound by and adhere to all policies, rules, regulations and procedures pertaining to housing as outlined in this Agreement, the Resident Student Manual, Student Conduct Policies and Procedures, and any other Marywood policies or regulations which are made a part of this Agreement by reference (collectively, the “Policies and Procedures”). If the Resident is found to be in violation of any policy and procedure, Marywood reserves the right to change the Resident’s assignment or to consider the Agreement terminated. When residency is terminated under these conditions, refunds are made in accordance with the terms of this Agreement. For policies, regulations, and procedures, please refer to [https://www.marywood.edu/policy/doc/Conduct-Policies-and-Procedures.pdf?language\\_id=1](https://www.marywood.edu/policy/doc/Conduct-Policies-and-Procedures.pdf?language_id=1). and/or <https://www.marywood.edu/life-at-mu/campus-life/residential/resident-student-manual>.

Any Resident whose physical or behavioral actions might jeopardize the safety or well-being of themselves, any Resident, or who interferes with the educational process of the institution, may be required to have an assessment by the Marywood University CARE (Collaboration, Assistance, Resources, Education) team. If, based upon reasonably reliable information, and/or after an assessment by the CARE team, it is determined that the Resident may pose a threat to the safety of oneself or others, and/or to the stability of normal educational functions at Marywood, the Resident may be temporarily suspended and/or removed from University Housing at the discretion of Marywood officials. When Marywood University automatically terminates a Resident’s Housing due to violations of the University’s Conduct, Residence Hall policies, or for health and safety reasons, all monies paid for that semester are forfeited, and the Resident remains liable for any unpaid room or meal plan balances at the time of termination.

Marywood may amend any terms and provisions of their policies and procedures at any time and without prior notice to Resident. Notice of any such changes shall be promptly communicated by Marywood to Resident via email, on the Marywood website, or by such other means as Marywood deems reasonably appropriate.

**14. Adherence to Health Guidelines.** In the event of a major health crisis, Resident agrees that when on Marywood campus to follow all federal (including CDC), state, and local guidelines and recommendations regarding social distancing, hygiene and the use of face masks/coverings, as well as all Marywood and community specific guidelines and requirements regarding the same. Resident agrees to follow guidelines and requirements regarding the use and maintenance of the Residence Hall 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 residence halls.

**15. Required Meningitis Vaccine for Residents.** Pennsylvania state law mandates that all college students living on campus receive the Meningitis vaccine unless the student has signed a waiver and received

information about the disease and the benefits of the vaccine. Residents should contact Student Health Services for more information regarding this requirement.

**16. 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. This information is collected via the student portal and/or via official Housing software. If the student is under 18 years of age and is not an emancipated individual, Marywood or law enforcement officials are required to notify a custodial parent or guardian within 24 hours after the minor student is determined missing.

**17. Request for Housing Accommodations/Single Occupancy.** In accordance with the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Act, students requesting specific housing and/or dining accommodations should contact Student Disability Services: <https://www.marywood.edu/academics/success/disability-services/>. Student Disability Services will determine housing and/or dining accommodations based on a review of provided and verifiable medical documentation. Rooms and placements are subject to availability and approved need.

**18. Alterations and Improvements.** Resident shall make no alterations to the Room or any other part of the residence hall without Marywood's prior written consent.

**19. Keys.** Students are issued either a Marywood Student ID Card or a hard key for Room access. Hard keys are the exclusive property of Marywood and must be returned at the end of Resident's occupancy of Room when utilized. A charge of thirty-five dollars (\$35.00) will be assessed for lost hard keys or keys not returned upon termination of this Agreement. Additional fees may be assessed to cover the cost of a lock change, if necessary. Resident shall not duplicate keys, alter any locks, or install additional locks without the prior written consent of Marywood. Marywood Student ID Cards are issued on a yearly basis for the purpose of Room access. A charge of twenty dollars (\$20.00) will be assessed by Campus Safety for lost Marywood Student ID Cards.

**20. Fire Safety Equipment, Sprinkler Heads and Ceiling Tiles.** 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 fire safety equipment, sprinkler heads and ceiling area.

**21. Damage.** Any damage to the Room, Residence Hall, or Common Area space other than normal wear and tear, will be assessed to the responsible Resident and/or Roommates to the extent that they are identifiable. To the extent not identifiable, Resident and Roommates of a Room will be assessed for any damage to the Room, the Residence Hall, or Common Area spaces on a collective basis. Resident agrees to immediately reimburse Marywood for any assessments described in the Agreement or Policies and Procedures. Should Marywood make an assessment to Resident after the expiration of the Agreement, the assessment shall constitute a debt immediately due and payable by Resident. Costs for damage caused by failure to report maintenance concerns in a timely manner will be billed to the Resident determined to be at fault, or to Resident and Roommates if fault cannot be determined.

**22. Personal Property and Insurance Notice.** All personal property placed or kept in the Room, in any storage room or space, or anywhere on campus or adjacent area, shall be at Resident's sole risk, and Marywood shall not be liable for any damages to, or loss of, such property. Marywood strongly recommends that Residents lock residential doors at all times. Resident may choose, at Resident's own risk, to leave personal property in Resident's Room during holidays or breaks. Marywood strongly encourages Residents to remove any valuable personal property, lock their doors, and take measures to secure their personal property. Resident



shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Room. Resident understands that Marywood's insurance policy does not cover Resident's belongings from losses not caused by the negligence of Marywood, and Marywood strongly recommends that Resident obtain an applicable insurance policy in addition to marking all valuables.

**23. Early Termination.** Resident acknowledges that Marywood may be required to terminate the Agreement prior to the Agreement Expiration Date pursuant to federal, state, local or University mandate, and/or acts of God. Resident agrees that, in the event that the Agreement is terminated prior to the Agreement Expiration Date, the provisions of the Agreement (including any new guidelines provided to Resident related to required move out procedures and timelines) apply in full force and effect.

**24. Release of Liability and Indemnification.** Resident hereby agrees to fully release, indemnify, defend, and hold harmless Marywood and their respective trustees, officers, employees 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 Residence Hall, 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 Marywood, their agents or employees.

**25. 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 Marywood, and any of Marywood's members, directors, trustees 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 Residence Hall.

**26. Force Majeure.** If Marywood's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, acts 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 Marywood's control, then Marywood shall be excused from performance of this Agreement and will not have any liability in connection therewith.

**27. Release from this Agreement.** Marywood University shall not grant a release from this Agreement unless exceptional circumstances are present. In signing this Agreement, Resident agrees to occupy their assigned space for the entirety of the academic year; except when the Resident enters into the Agreement at the beginning of the spring semester. Resident may be eligible for release from the Agreement under the following circumstances:

- a. Official withdrawal from the University;
- b. Official transfer to another University;
- c. Submission of an official Leave of Absence;

d. Participation in an approved study abroad program, internship, or similar academic endeavor that requires off-campus housing; e. Graduation from the University;

f. Commuting from parent/guardian's primary residence which is within 45 miles of campus.

A Resident's contractual obligation for another living arrangement will not be honored as a valid reason for release from this Agreement. Changing from full-time to part-time status at any time during the academic year does not guarantee release from this Agreement.

**28. Exemption from Residency Requirement.** Students choosing to attend Marywood are required to reside in the residence halls for their first two years of enrollment. Exception to the residency requirement may be granted to students under the following conditions, provided a release request is submitted by the deadline:

g. Resident is married.

h. Resident is at least 21 years of age prior to the opening day of housing.

i. Resident is living with parent/guardian at their primary residence which is within 45 miles of campus.

j. Resident proves an extraordinary financial hardship as determined by the Marywood's Director of Financial Aid or designee.

Requests for exemption from the Residency Requirement must be submitted to Housing and Residence Life no later than August 1st for the fall semester and December 1st for the spring semester.

**29. Governing Law.** This Agreement shall be governed by, construed by, and enforced by the laws of the Commonwealth of Pennsylvania. Venue is exclusive to the Court of Common Pleas, Lackawanna County, Pennsylvania.

**30. Notice of Nondiscriminatory Policy as to Students.** Marywood University admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

**I have read this Housing Agreement in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.**

**When the Housing Agreement is signed and accepted by Marywood or when the student occupies a space within a Marywood residence, this Housing Agreement becomes a contract between the student (and parent, guardian, or guarantor) and Marywood, revocable by Marywood.**