COVID-19 Housing Agreement and Board Plan Addendum

This COVID-19 Housing Agreement and Board Plan Addendum (the “Addendum”) serve as an addendum to and a material part of Drew University’s Housing Agreement and Board (Dining) Plan and outlines assumptions of risks, obligations, and rights with respect to residing in housing/residence halls provided by Drew University (the “University”) during the 2020-21 academic year. By signing below the student (“Student”) agrees to the terms of this Addendum.

1. Assumption of Risk: As a resident within University provided housing, the novel coronavirus (“Covid-19”) or similar infectious diseases will impact Student’s housing experience as the University continues to make public health-informed decisions on how best to respond to Covid-19. The Student acknowledges, understands, and assumes the following risks associated with returning to campus and/or residing in University provided housing:
   a. COVID-19 is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic.
   b. There is no current vaccine for COVID-19.
   c. COVID-19’s highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all.
   d. Because of its highly contagious and sometimes “hidden” nature, it is very difficult for the University to control the spread of COVID-19, eliminate the risk of an individual contracting COVID-19, or determine whether, where, or how a specific individual may have been exposed to COVID-19.

2. Health and Safety: The University expects that all members of the community—residents, faculty, staff and visitors—will act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All resident students are prohibited from creating a health or safety hazard within University provided housing and the University may request or require a resident to leave University provided housing if the University determines, in its sole discretion, that a resident student’s continued presence in the housing community poses a health or safety risk to other members of the University community. Resident students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 testing based on University protocol, contact tracing, disinfection protocols, limitations on guests into residence halls, quarantine / isolation requirements (including before or upon arrival to campus), and changes in dining style, offerings and service. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, meeting rooms, and other common spaces. The Student agrees that the University shall be permitted to modify or update its Code
of Conduct and policies and procedures at any time to address a public health crisis, including COVID-19, and the Student shall comply with such updates or modifications.

3. Quarantine / Isolation / Separation: At any time, the University requires a resident to leave University provided housing when that resident’s continued presence in the housing community poses a health or safety risk for community members. Resident students are required to comply with requests from the Office of Residence Life and Housing to leave their assigned space due to COVID-19 or other public health crisis and failure to do so will constitute a violation of the Code of Conduct and may subject a student to emergency removal from their assigned space. Not all residential rooms, halls, or on-campus houses are appropriate for self-quarantine or self-isolation. In situations where a resident student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will either be provided alternative housing arrangements when such space if available or be sent home. Removal from University housing to isolate or quarantine does not constitute a termination of the Housing Agreement.

4. De-Densifying Efforts: Resident students are required to comply with any de-densifying efforts implemented by the University due to COVID-19 or other public health crisis, including, but not limited to, the relocation of all or some resident students to alternative housing. Relocation does not constitute a termination of the Housing Agreement. In the event the Office of Residence Life and Housing must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, impacted students will be able to receive a refund based on the dates and refund percentages outlined in Section 10 Refund Timeline for On-Campus Housing and Board Plan which provides for a sliding refund culminating on the fourth week with no more than a 50% housing refund.

5. Dining Services: Dining service, including where and how it will be offered to resident students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University, set forth in Paragraph 2, the University may limit the occupancy of dining halls, serve all products as grab-n-go, limit the amount of time students may stay within dining halls or make any other operational adjustments needed to address health and safety concerns.

6. Cleaning: Facilities Services will continue to implement and modify cleaning protocols to address COVID-19 or other public health emergencies in the University’s efforts to minimize the spread of disease. The Office of Residence Life and Housing will educate and inform resident students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.

7. Termination: Upon reasonable notice, the Office of Residence Life and Housing reserves the right to terminate the Housing Agreement due to public health emergency needs, including COVID-19. In the event the Office of Residence Life and Housing terminates the Housing Agreement due to public health concerns, impacted students will be able to receive a refund based on the dates and refund percentages outlined in Section 10 Refund Timeline for On-Campus Housing and Board Plan which provides for a 50% housing refund up to the fourth week of the Fall 2020 semester (See Section 10 Table for further details).

8. Liability and Personal Property Insurance: The University is not responsible or liable for the personal property of students in residence whether it is lost, stolen or damaged. All students are urged to obtain personal property insurance either with their parent’s household insurance policy or by the obtainment of their own student insurance policy from another
carrier for this specific purpose. As a resident, you agree to cooperate with a roommate in the common protection of property. Room doors are to be locked when not occupied.

You acknowledge and understand that any personal effects, valuables, or other personal property of the student must be removed from the residence halls when students vacate their room assignment. Any items left in the residence halls after expiration of the student agreement period will be considered abandoned property and may be retained by the University or disposed of.

9. Indemnification: You agree to fully indemnify and hold the University harmless from and against any and all losses, damages, claims, suits, legal judgments, costs, expenses and legal fees, including attorneys' fees, which the University may at any time sustain because of (i) your failure to comply with any federal or state laws, rules or regulations; (ii) any intentional or negligent conduct by you; and/or (iii) your breach of your obligations under this Agreement. Your obligations to indemnify and hold the University harmless shall survive the termination of this Agreement.

10. Refund Timeline for On-Campus Housing and Board Plan: The refund policy terms are determined by the particular circumstances of each student and the date of the request to withdraw from on-campus Housing. The university refund policy will be extended one additional week for the Fall semester, and at the end of the fourth week, September 19, 2020. Students who are expelled or suspended from Housing for disciplinary reasons are not eligible for an institutional refund.

Students who request to leave housing for any reason during the first four weeks of the fall or spring semester are entitled to a prorated refund for housing. Board Plan (meal plan) will be prorated throughout the term based on the days used. Failure to communicate a withdrawal from housing, does not excuse the student of the housing fee liability. Prorated charges are based upon the date of actual withdrawal from housing as determined by the completion of the “Fall 2020 Residency Confirmation Form” available under the Forms tab at housing@drew.edu and in accordance with the schedule below for the fall 2020 semester. If you have already completed the “Fall 2020 Residency Confirmation Form,” you must click on the form again and update your status by “revisiting/updating the application” in order to confirm your withdrawal from housing.

Amended Refund Policy Schedule for Fall 2020:

<table>
<thead>
<tr>
<th>Amendment to Withdrawal Dates from Housing Request</th>
<th>Percentage of Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Week of Semester (8/23 - 8/29)</td>
<td>90%</td>
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<tr>
<td>Second Week of Semester (8/30 - 9/5)</td>
<td>70%</td>
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<tr>
<td>Third &amp; Fourth Week of Semester (9/6 - 9/19) and</td>
<td>50%</td>
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11. **Conflict:** In the event of a conflict between this Addendum and the Housing Agreement, Board Plan and the Code of Conduct, the language of this Addendum will control.

**BY APPLYING FOR FALL 2020 SPECIAL HOUSING, I, agree and understand that**

I have executed this Addendum and further agree and understand the Addendum shall become a binding Agreement between the University and I, the Student, duly entered into as of the date set forth below.