

Appendix B: Cancellation and Termination Policy

Cancellation of the Resident’s Housing Contract will be effective upon receipt of the request. The Resident will be assessed a Cancellation Fee. Because it is impractical or extremely difficult to determine the actual damages, the parties agree that the Contract Cancellation Fee is presumed to be reasonable to cover the University’s administrative costs resulting from the cancellation. This fee represents a reasonable endeavor by the University to estimate fair average compensation for any loss that may be sustained, and is accepted as the amount of liquidated damages.

New Residents Fall 2009 - Cancellation Policy

If a new Resident opts to cancel after completing the Personal History Form, electronically signing the Housing Contract and paying the \$650 prepayment, a letter of cancellation from the Resident is required.

Methods of Cancellation

1. Electronic cancellation emailed to: housinginfo@ucsd.edu
2. Faxed cancellation sent to: (858) 534-8260
3. Written cancellation mailed to: UC San Diego
HDH Administrative Services
9500 Gilman Drive, MC 0055
La Jolla, CA 92093-0055

Freshman Cancellation Fee Schedule - Fall 2009

No later than 6/30/09	\$ 100
7/1/09 - 7/10/09	\$ 200
7/11/09- 7/24/09	\$ 300
7/25/09 - 8/7/09	\$ 400
8/8/09 - 9/18/09	\$ 650
9/19/09 - 9/22/09 4:00 p.m. - Failure to move-in within these dates or to cancel the Contract will constitute a “No Show.”	\$ 650
Incoming Freshman Resident whose admission has been <i>rescinded</i> by the University will be assessed a \$100 cancellation fee. However, Incoming Freshman Resident who is <i>admitted</i> to the University and then decides to cancel the Housing Contract is subject to the regular Cancellation Fee Schedule above.	\$ 100 up to \$ 650

“Satisfaction First”

We hope you choose UC San Diego and the Department of Housing Dining Hospitality Services as part of your college experience. We believe that we offer one of the best Residential Housing and Dining programs in the country. To demonstrate this and our commitment to our customers, we offer **incoming first-year students** a unique guarantee of your “Satisfaction First!”

If you feel our Residential Housing and Dining program does not meet your needs or expectations, you will have from the day you take occupancy this fall until **4:00 p.m. on Tuesday, September 22, 2009** to terminate your Housing Contract. If you terminate within this specific period, you will receive a full refund of your Residential Housing payment, less \$100 termination fee and Dining Plan usage exceeding the prorated amount and any early move-in charges.

Our “Satisfaction First” guarantee is valid for **incoming first-year students** during the period of time specified and is not available or applicable any other time throughout the duration of your stay on campus. Specific details on your guarantee will be available at your College’s Residential Life Office when you arrive on campus this fall.

Room Selection Participants Fall 2009 - Cancellation Policy

If Resident opts to cancel after completing the Personal History Form, electronically signing the Housing Contract and paying the \$650 prepayment, a letter of cancellation from the Resident is required.

Methods of Cancellation

1. Electronic cancellation emailed to: housinginfo@ucsd.edu
2. Faxed cancellation sent to: (858) 534-8260

Room Selection Cancellation Fee Schedule - Fall 2009

- **Prepayment full refund** - In order to receive a full refund, you must not select a room on May 19, 2009, and must submit a cancellation letter by email or fax no later than May 19. **No exceptions!** \$ 650
- However, if you select a room and decide to cancel the Housing Contract later, you will be subject to cancel fees according to the **Cancellation Fee Schedule** below.

5/20/09 - 5/29/09	\$ 250
5/30/09 - 6/12/09	\$ 350
6/13/09 - 6/26/09	\$ 450
6/27/09 - 7/10/09	\$ 550
7/11/09 - 9/18/09	\$ 650
- 9/19/09 - 9/22/09 4:00 p.m. - Failure to move-in within these dates or to cancel the Contract will constitute a “No Show.” \$ 650
- Resident who is academically disqualified and cancels the Contract within 15 days of being notified by Admissions Office, will be assessed a maximum of \$100 as a cancellation fee. Resident who fails to cancel the Contract within 15 days of the Admissions Office notification is subject to the regular **Cancellation Fee Schedule** above. \$ 100 up to \$ 650
- Failure to select a room will constitute cancellation of the Housing Contract.

Termination Policy - (After move-in date or after taking occupancy)

This Contract is a legal binding agreement and may not be broken mid-year except for reasons listed in Contract section (8c) and (8d). All requests for termination of this Contract must be submitted in writing along with the appropriate supporting documents to the Resident’s respective Residential Life Office. Housing Contract Release Application is available at each College’s Residential Life Office. If Resident is under 18 years of age; request for Contract Termination must be accompanied by a written consent of the parent or legal guardian. Upon authorization, the effective termination date will be the date of the University approval. Resident shall remain responsible for all room and board charges until the termination date.

In all cases, Resident shall be eligible for a refund of room and board charges paid beyond the effective termination date, less Termination Fee, any Dining Plan over usage, (refer to [Dining Budget Calendar at http://hdh.ucsd.edu/diningservices/images/DiningDollarsBudget.pdf](http://hdh.ucsd.edu/diningservices/images/DiningDollarsBudget.pdf), and any additional custodial-related charges associated with the period of residency.

Resident must return the keys to the Residential Life Office. Proper move-out procedure must be completed; simply moving out or turning in the keys does not constitute termination of this Contract or release Resident from contractual obligations. (Please refer to Contract section 8 for full details.)