

**2013–2014 RESIDENCE CONTRACT
LOYOLA UNIVERSITY MARYLAND
THE OFFICE OF STUDENT LIFE**

I. PARTIES.

This Contract is made between the student or prospective student and (if student is under 18 years of age) his/her parent, guardian or guarantor (hereafter referred to collectively as Student), and Loyola University Maryland, Inc. (the University).

II. DURATION AND BINDING NATURE OF THE CONTRACT.

A. This Contract will be deemed binding on both parties when the completed and signed document is returned to the Loyola University Office of Student Life (Office of Student Life) by the Student, and is approved and executed by the Office of Student Life. This Contract is not a residential lease.

B. Except as otherwise agreed upon in a writing signed by both Parties, this Contract shall be effective for the entire academic year 2013–2014 (actual dates August 30, 2013 – December 19, 2013 and January 12, 2014 – May 8, 2014), or remainder thereof if the Contract is executed after August 30, 2013, **excluding** Loyola University Thanksgiving, Spring and Easter vacation periods (Contract Period).

C. Contract extensions may be granted upon approval by the Office of Student Life in response to a Student's written request that complies with the procedures established by the Office of Student Life and the Residence Hall Policies and Procedures in the Loyola University Community Standards handbook. The Student will be responsible for payment of additional fees that apply for such extensions.

III. TERMS.

A. **APPLICATION.** Students must submit a completed Housing Application to the Office of Student Life along with this Contract.

B. **ROOM FEES.** The Student agrees to pay the University occupancy fees at the 2013-2014 Room and Board Rates (Room Fees) in addition to a Health Services Fee. In return, the University grants the Student permission (license) to occupy an assigned residence (Residence) in Loyola University Residences during the Contract Period and to utilize the services provided by the Loyola University Health Center. Room Fees will be pro-rated for partial semester/year occupancy during required practicum, internship, military, and student teaching assignments, provided that the Student complies with procedures established by the Office of Student Life and set forth in this Contract. Room Fees may be pro-rated for partial semester/year occupancy due to suspension, depending upon the timing of the suspension.

SPRING SEMESTER: Sunday, January 12, 2014 at NOON

I. **ASSIGNMENT AND SUBLET.** This Contract is not assignable, nor shall the Residence or any part thereof be sublet.

IV. RESIDENCE ASSIGNMENT AND OCCUPANCY.

A. **RESIDENCE ASSIGNMENT.** No Residence assignment will be made until an Application and signed Contract are received by the Office of Student Life and the Advance Payment is received by the Student Administrative Services Office. Every reasonable consideration will be given to the Student's preferences for Residence location and roommate(s). However, the Contract is for a space in Loyola University Residences and not for a particular Residence or roommate(s). Students with an existing Residence have priority for assignment over new applicants. Priority for assignment for new applicants is based upon the receipt of the Advance Payment by the Student Administrative Services Office by the appropriate deadline. The University reserves the right to change Residence assignments, upon reasonable notice, if necessary for safety, health, [vacancy of the Residence by another occupant,] or other reasons as determined by the Director of Student Life. A change in Residence does not affect a meal contract.

B. **OCCUPANCY.** Only a full-time undergraduate student who is enrolled at the University, or a person authorized by the Director of Student Life and who has entered into a Contract, is permitted to occupy a Residence.

1. Residences may be occupied only during the Contract Period.
2. Unless a Contract extension has been granted, all Students must remove any necessary belongings from their Residences prior to each vacation period and all of their belongings at the end of the academic year. Students who fail to do so shall forfeit their Damage Deposit.

V. CONDITIONS GOVERNING CANCELLATION OF CONTRACT PRIOR TO FALL SEMESTER MOVE-IN DATE.

Once a Residence assignment is made by the Office of Student Life and/or the Student accepts the assignment, it is considered a Contract. The Student will incur penalties for any cancellation of this Contract. A student who wishes to cancel this Contract after the assignment and/or acceptance of a Residence prior to the Fall Semester Move-in Date must submit a written request for cancellation that includes the reason for such request to the Associate Director of Student Life. Acceptable reasons for cancellation may include drastic reduction in financial resources after executing the Contract, unusual health problems, other exceptional changes in the Student's status, transfer/withdrawal, or [any other reason listed below in Section VI]. Each request will be reviewed by a Cancellation Committee and considered on its own merit. The Cancellation Committee is made up of

a Jesuit in residence and representatives from Student Administrative Services, Financial Aid and the Office of Student Life. If the Cancellation Committee approves the cancellation, the Student will be required to pay one semester Room Fee and may not move into the Residence. The Advance Payment will be applied to the Room Fees owed by the Student. If the Cancellation Committee does not approve the cancellation, this Contract and all its terms remain in effect for the remainder of the Contract Period.

VI. CONDITIONS GOVERNING CANCELLATION OF CONTRACT AFTER MOVE-IN DATE.

A. CANCELLATION BY THE STUDENT. In order to cancel this Contract following the Move-in Date, the Student must submit a written request for cancellation that includes documentation of the one of the reasons listed below to the Office of Student Life. Following submission of the request, the Student must continue to make payments due under this Contract unless and until the Student receives written notice of cancellation. Upon approval of cancellation, the Student will be relieved of further obligations under this Contract and credited a pro-rated portion of any Room Fees already paid for the remainder of the Contract Period. If the request is not approved, this Contract and all its terms remain in effect for the remainder of the Contract Period. Following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of the Cancellation Committee:

1. Injury or illness that necessitates withdrawal from the University;
2. Induction into the military service or military absences that necessitate a change in residence;
3. Voluntary withdrawal from the University during the [Fall or Spring] semester[s] or at the end of the Fall Semester due to graduation, enrollment at another university, or temporary leave of absence;
(Note: Voluntary withdrawal from the University for other reasons may be grounds for cancellation depending on the circumstances. The Cancellation Committee will determine whether such reasons are sufficient to permit cancellation of this Contract.)
4. Internships or practicum requirements that necessitate residence away from campus, if the Student will not return to the Residence during the remainder of the Contract Period;
[(Note that Room Fees may be prorated under Section III.B. of this Contract for residence away from campus for less than the remainder of the Contract Period.)]

or

5. Extenuating circumstances or demonstrated need other than voluntary withdrawal from the University, including drastic reduction in financial resources following execution of the Contract, unusual health problems, and other exceptional changes in the Student's status;
(Note that cancellation under this section depends on the individual circumstances of each case. The Cancellation Committee will assess these circumstances and, in its discretion, make a determination in each case.)

Any occurrence that prevents the University temporarily from rendering full performance under this Contract, such as war, fire, flood, or other disasters, or strike or work stoppage, whether by University or other employees, shall not constitute grounds for cancellation of this Contract by the Student.

B. CANCELLATION BY THE UNIVERSITY.

1. The University may cancel this Contract upon default by the Student of any term of this Contract. In such case, the Student may be required to leave the Residence [within 24 hours of notification of cancellation].
2. A Student removed from a Residence or the University as a result of disciplinary action or a Student on academic dismissal who is disenrolled from the University will be responsible for the Room Fees for the semester in which the Student is removed or disenrolled and may be required to leave the Residence within 24 hours of notification of removal or disenrollment.
3. The University reserves the right to refuse admission or re-admission to the Residence to a Student and cancel the Contract for reasonable cause. In such cases, a pro-rated portion of the Room Fees already paid will be credited to the Student's account.
4. If the Residence assigned to the Student is damaged by the Student or the Student's guest and is deemed to be in unsatisfactory condition by the Director of Student Life, the Contract shall terminate and the Student may be required to leave the Residence within 24 hours of notification of such determination. The Student will be responsible for payment of Room Fees for the semester in which the cancellation occurs.
5. If the accommodations assigned to the Student are destroyed or otherwise rendered uninhabitable through no fault of the Student, and the University cannot furnish other on-campus accommodations, the Contract shall terminate and a pro-

rated portion of the Room Fees already paid for the remainder of the Contract Period will be applied to the Student's account.

6. The University reserves the right to make needed repairs and renovations of Student residences. If such work will render accommodations uninhabitable, and the University cannot furnish other on-campus accommodations, the Contract shall terminate and a pro-rated portion of the Room Fees already paid for the remainder of the Contract Period will be applied to the Student's account.

VII. DUTIES, RIGHTS AND REMEDIES.

- A. The Student agrees to comply with the Residence Hall Policies and Procedures, including procedures for checking into and out of the Residence, listed in the Loyola University Community Standards handbook. The Loyola University Community Standards handbook and any rules promulgated by the Office of Student Life are hereby incorporated by reference into this Contract.
- B. The University assumes no liability for bodily injury. The University is not responsible for theft, loss, or damage to a Student's personal property, and encourages all Students to carry appropriate personal insurance. Students and parents are encouraged to check their homeowners' insurance policies to see if they cover Students' lost property. Students and Parents also have the opportunity to purchase insurance from National Student Services, Incorporated. National Student Services can be contacted at 1-800-256-6774 or www.nssinc.com.**
- C. The University agrees to furnish each residence with basic furniture, such as a desk, chair, bed, mattress, drawer space and, in some cases, bookshelves, dining room table and chairs, and couch. Students are responsible for the condition of the residence, its fixtures and furnishings provided by the University. The Student agrees to submit a completed room condition form indicating the condition of the residence, its fixtures and furnishings to the assigned Office of Student Life Staff member within three days after check in. Failure to submit this form within the time specified shall constitute conclusive proof of acceptance by the Student of the residence, its fixtures and furnishings as being in good condition. The Student agrees to pay for repair of any damages beyond normal wear and tear to restore the residence, its fixtures and furnishings to the condition noted on the completed forms.
- D. Students must conduct themselves with proper regard for the rights, property, and privileges of other residents and neighbors. Students must also comply with all federal, state and local laws, regulations and ordinances. The University reserves the

right to make other such rules as it deems necessary for the protection of property, safety, comfort and convenience of residents and neighbors. Students who do not comply with applicable rules and regulations may be subject to disciplinary action and/or removal from the Residence, in accordance with the University's policies.

- E. Charges for damage to corridors, elevators, stairwells, bathrooms and common areas may be pro-rated among all students having access to those facilities unless the responsible party is identified. Guests must observe University and Residence Hall policies. The Student is responsible for the conduct of his/her guests.
- F. The University will make every reasonable effort to respect the privacy of the Student, and give prior notice, if possible, of entry into the Student's residence for purposes of inspection or verification of occupancy. However, the University reserves the right of entry without notice in emergency situations, for spot inspections, and for such purposes as are reasonably necessary to ensure the comfort, safety, and protection of the rights of all members of the University community.
- G. Upon termination or approved cancellation of this Contract, the University shall have the right to enter the Residence and remove the Student's property. The Student expressly waives the service of any notices in such situations.
- H. Breach by the Student of any of the duties established by this Contract or any Addenda hereto authorizes the use of any remedy available in law or equity.

VIII. SPECIAL AMENDMENTS. This Contract may be amended with the written consent of all parties, and such amendments shall become an integral part of this Contract.

By virtue of my signature below, I (we) certify that I (we) have read and understand the Terms of the 2013–2014 Residence Contract. When accepted by the University and upon receipt of the Advance Payment, this Contract constitutes a binding agreement for the full academic year 2013–2014. In signing this Contract, I (we) agree to abide by the terms of this Contract. It is further agreed and understood that the Student shall not make or permit any use of the Residence which would violate civil law or University regulations; would be potentially dangerous to life, limb or property; or would interfere with the study, sleep, or comfort of any resident or neighbor. The Student agrees to promptly and fully comply with verbal or written instructions by designated representatives of the University with reference to the conditions of this University and to act as a responsible member of the University community.