

**2018-2019 RESIDENCE CONTRACT
LOYOLA UNIVERSITY MARYLAND
THE OFFICE OF STUDENT LIFE**

1. PARTIES

- A. 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).

2. DURATION AND BINDING NATURE OF THE CONTRACT

- A. This Contract will be deemed binding on both parties when the completed and signed (or digitally agreed upon) 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. **CONTRACT PERIOD.** Except as otherwise agreed upon in a writing signed by both Parties, the term of this Contract shall be the entire academic year set forth in the title of this Contract. First year students may move into their residence the Thursday before classes begin in the fall. All other students may move into their residence on the Sunday before classes begin in the fall. All students must completely check out of their space by the earlier of noon the day after their last scheduled examination or noon on the day the residences close, except that graduating seniors who have spring housing will be permitted to stay in residence until 8:00pm the day of commencement.
- C. **BREAK PERIODS.** Residences are closed during break periods (Thanksgiving Break, Christmas/Semester Break, Spring Break, and Easter Break).
- D. **DATES.** Applicable dates for this Contract Period (such as when students may move-in, when the residences close, and when break periods occur), may be found on the Loyola University Maryland Office of Student Life website within the Housing Process section.
- E. **EARLY ARRIVALS.** Requests for early arrivals are discouraged, unless extenuating circumstances necessitate additional move-in time or the student is a part of an approved university program. Early arrivals must be approved by the Associate Director for Housing Operations or the Director of Student Life. An additional per day charge will be assessed for early occupancy.
- F. **CONTRACT EXTENSIONS.** 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.

3. TERMS

- A. **APPLICATION.** Students must submit a completed Housing Application to the Office of Student Life along with this Contract.
- B. **ROOM AND BOARD FEES.** The Student agrees to pay the University occupancy fees at the applicable Room and Board Rates, which may be found on the Tuition, Fees, Room, and Board webpage of the Loyola University Maryland website. In return, the University grants the Student permission (license) to occupy an assigned residence in Loyola University Residences during the Contract Period.
- C. **DAMAGE DEPOSIT.** The Student shall submit a \$45 damage and room clearance deposit (Damage Deposit) to the Loyola Student Administrative Services Office along with the initial payment of Room Fees. The Damage Deposit will be retained by the University for the duration of the Student's continuous residency status. The Damage Deposit is not applicable to current or future Room Fees, except upon cancellation of the Student's residency status. Subsequent to cancellation, the Damage Deposit will be credited to the Student's account after a final inspection of the Residence is complete and any damage or room clearance charges are determined and deducted from the Damage Deposit. The Student is responsible for payment of any damage or room clearance charges that exceed the amount of the Damage Deposit.
- D. **ADVANCE PAYMENT.** A \$300 deposit (\$750 for incoming first year students) (Advance Payment) must be submitted to the Loyola University Student Administrative Services Office (SAS) upon approval and execution of this Contract by the Office of Student Life. The Advance Payment will be applied to Room Fees for the first semester of residency, and is non-refundable once paid.

- E. **PAYMENT TERMS.** [Upon the Student's assignment to a Residence and except as otherwise specified in this Contract], the Student is obligated to pay the full amount of Room and Board Fees assessed for the Contract Period according to the schedule of payment deadlines published by the University. Financial arrangements for payment of Room and Board Fees must be made with the Student Administrative Services Office. Failure to comply with payment deadlines may result in late payment fees, and removal from the Residence, in addition to University sanctions regarding cancellation of registration and withholding of grades, diploma and transcripts. Information concerning payment of Room and Board Fees may be obtained from the Student Administrative Services Office, located in Maryland Hall.
- F. **NOTIFICATIONS.** Cancellations, Contracts, Applications, and notices must be submitted to the Office of Student Life. Any such documents submitted to other offices do not comply with any notice requirements under this Contract and requested official action may not be assured as a result. The date on which correspondence is received in writing by the Office of Student Life will constitute the basis for determining the Student's compliance with deadlines.
- G. **E-MAIL Notifications.** All assignment communications and Office of Student Life information will be disseminated using the Student's Loyola University Maryland issued email address.
- H. **CHANGE IN ADDRESS.** It is the responsibility of the Student to notify the Records Office of any changes in address.
- I. **ASSIGNMENT AND SUBLET.** This Contract is not assignable, nor shall the Residence or any part thereof be sublet.

4. RESIDENCE ASSIGNMENT AND OCCUPANCY.

- A. **ACCOMMODATIONS.** Students who need housing accommodations related to a disability must apply through Disability Support Services (<http://www.loyola.edu/departments/dss/register>).
- B. **RESIDENCE ASSIGNMENT.** No Residence assignment will be made until a Housing Application and signed Contract are received by the Office of Student Life and the Advance Payment is received by the Student Administrative Services Office. This contract is for a space in Loyola University Residences and not for a particular Residence or roommate(s). 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.
- C. **OCCUPANCY.** Only a full-time 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.
 - i. Residences may be occupied only during the Contract Period.
 - ii. 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 and will be responsible for any charges associated with damages, cleaning, and/or removal of their personal belongings.
 - iii. Students who fall below full-time status will be required to vacate their Residence and remove their belongings unless a request to remain has been granted by the Office of Student Life.

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

- A. A student who wishes to cancel this Contract 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 for Housing Operations. 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 6]. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed by the Associate Director for Housing Operations and/or the Director of Student Life and considered on its own merit. If the cancellation is approved, paragraphs B, C, and D of this Section set forth what cancellation charges will apply and what amounts will be refunded to the student. If the cancellation is not approved:
 - i. The student may appeal the decision to the Cancellation Appeals Committee.

- ii. The Cancellation Appeals Committee is made up of a Jesuit, representatives from Student Administrative Services, Financial Aid, and the Director of Student Life (or their designee).
 - iii. The decision of the Cancellation Appeals Committee is final.
- If a cancellation is not approved, the Contract and all its terms remain in effect for the remainder of the Contract Period.
- B. If a Contract Cancellation Request is received by June 1 and approved, the Advance Payment and damage deposit will be credited to the Student's account, no cancellation fee will be assessed, and any housing room charges billed under this Contract will be refunded.
 - C. If a Contract Cancellation Request is received between June 1 and August 1 and approved, the Advance Payment and damage deposit will be forfeited, no cancellation fee will be assessed, and any other housing room charges billed under this Contract will be refunded.
 - D. If a Contract Cancellation Request is received after August 1 and approved, the Advance Payment and damage deposit will be forfeited, a \$300 cancellation fee will be assessed, and any other housing room charges billed under this Contract will be refunded.

6. 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 one of the reasons listed below to the Associate Director for Housing Operations. 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. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed by the Associate Director for Housing Operations and/or the Director of Student Life and considered on its own merit. If the cancellation is approved, the Student will be relieved of further obligations under this Contract and credited as outlined under paragraph 6C. If the cancellation is not approved:
 - i. The student may appeal the decision to the Cancellation Appeals Committee.
 - ii. The Cancellation Appeals Committee is made up of a Jesuit, representatives from Student Administrative Services, Financial Aid, and the Director of Student Life (or their designee).
 - iii. The decision of the Cancellation Appeals Committee is final.

If a cancellation is not approved, the Contract and all its terms remain in effect for the remainder of the Contract Period. .
- B. **REASONS FOR CANCELLATION.** The following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of the Office of Student Life and will be determined on an individual basis:
 - i. Injury, illness, or medical condition that necessitates withdrawal from the University.
 - ii. Induction into the military service or military absences that necessitate a change in residence.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
- C. **REFUND POLICY.** The amount of the housing refund resulting from an approved Contract Cancellation Request following the Move-in Date will be determined in accordance with the Loyola University Maryland Withdrawal Refund Policy (<http://www.loyola.edu/departments/records/undergraduate/registration/refund-policies>) as follows:
 - i. 100% of the Room and Board fees for the semester will be adjusted for cancellation prior to the first day of the semester
 - ii. 80% of the Room and Board fees for the semester will be adjusted for cancellation before two completed weeks
 - iii. 60% of the Room and Board fees for the semester will be adjusted for cancellation before three completed weeks

- iv. 40% of the Room and Board fees for the semester will be adjusted for cancellation before four completed weeks
- v. 20% of the Room and Board fees for the semester will be adjusted for cancellation before five completed weeks
- vi. After the fifth week, there will be no housing refund.

In each case, the Advance Payment and damage deposit will be forfeited in their entirety, and a \$300 cancellation fee will also be assessed.

D. CANCELLATION BY THE UNIVERSITY.

- i. 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.
- ii. 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 and Board 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.
- iii. 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.
- iv. 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 and Board Fees for the semester in which the cancellation occurs.
- v. 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 accommodations, the Contract shall terminate and a pro-rated portion of the Room and Board Fees already paid for the remainder of the Contract Period will be applied to the Student's account.
- vi. 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 accommodations, the Contract shall terminate and a pro-rated portion of the Room and Board Fees already paid for the remainder of the Contract Period will be applied to the Student's account.

7. 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 Grad Guard renters insurance plan. www.gradguard.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, dining room table and chairs, and soft seated living room furniture. Space layouts and furniture setups are based on specific rooms. 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, regulations, and administrative directives 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 apportioned amongst all students assigned to those facilities unless the responsible party is identified.
- F. Guests must observe University and Residence Hall policies. The Student is responsible for the conduct of his/her guests.
- G. 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.
- H. 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.
- I. 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.

8. 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 digital agreement or signature below, I (we) certify that I (we) have read and understand the Terms of the 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. 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.

Student Name (Print)

Student Signature

Date

The signature of the parent or guardian is only required if a student is under the age of 18.

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date