

OCCUPANCY AGREEMENT

1. Terms and Conditions of the Assignment Process

A. Alteration of the Housing Application/Contract, forgery, misrepresentation of Housing Points, or any fraudulent actions made to obtain an assignment which contradict the selection requirements as expressed in the Housing Selection Guide are subject to University disciplinary action. This includes, but is not limited to, the loss of the privilege to reside in the chosen unit. Students are encouraged to report evidence of fraud and dishonesty to Residence Life and Community Development.

B. Should a vacancy subsequently occur in the selected living unit at any time, the University reserves the right to assign an additional resident to fill the vacated space in that unit. Residents are expected to monitor and have knowledge of vacancies in their unit as these occur. Should a member drop from the group after the Housing Selection Process and prior to May 31, the entire group may be removed from their current assignment and put on the Wait List, unless a replacement roommate with equal or greater Housing Points than the dropped member is nominated by the remaining occupant(s). The remaining occupant(s) may choose to have the University select a replacement in their stead. After this date, the option to nominate will be determined by Residence Life and Community Development. Residence Life and Community Development will decide whether the nominated replacement roommate meets the eligibility requirements prior to confirming the new roommate reservation.

2. Terms of Occupancy

This agreement is for a space in an accommodation (not a particular room or bed). It remains in effect in the event of official room change. Residents are expected to conduct themselves in a manner that demonstrates due regard for other residents and guests. All rules and policies of the University, including but not limited to those published in the Student Guide to Resources, Rights and Responsibilities are incorporated in this agreement; continued campus residency is contingent upon compliance with these rules and policies.

3. Occupancy Periods

This agreement shall be for a period not less than two (2) semesters unless approved by Residence Life and Community Development and begins on the published move-in date (as described in more detail below) and is in effect for the student resident through the published time on the move-out date. Student residents are required to check out within 24 hours after his or her last final examination or on the published date of residential facility closure, whichever comes first. The Occupancy Period for residence halls does not include any intercession periods between semesters or other periods when University housing is officially closed. The Occupancy Period for apartments and townhouses is continuous from the beginning of Fall to the end of the Spring term but students are required to request housing extensions so the University can account for all those who will be on campus. The move-in and move-out dates for student residents are published and set forth in detail via Residence Life and Community Development communications, the University website and the mylasalle portal, and such dates shall be deemed incorporated in this agreement. Failure to move out within the prescribed period or following withdrawal will result in a \$100 per day fine, plus daily rental fees. In either case the University will not be responsible for resident belongings and reserves the right to confiscate and dispose of belongings left behind.

4. Cancellation/Termination of Agreement

A. A resident may cancel this agreement with written notification only prior to a housing accommodation being assigned by Residence Life and Community Development. After a housing

assignment has been made, the agreement and financial obligation cannot be cancelled by the resident. A resident may request and be given an Early Termination of the agreement but only for the following reasons and under the circumstances stated:

- 1) Graduation from the University.
 - 2) Marriage.
 - 3) Full-time internship or job co-op that requires Off-Campus housing.
 - 4) Study Abroad
 - 5) Authorized leave of absence or withdrawal from the University. A resident who leaves the University must terminate the Occupancy Agreement by providing Residence Life and Community Development with official notification from the Registrar's Office. The room must be vacated and left in good order, and keys (if applicable) must be returned and the resident must check out within 24 hours after the day of leave/withdrawal or by the semester's end occupancy date, whichever is sooner. Residents taking a leave of absence or withdrawing from the University will be charged \$100.00 for termination plus the prorated room rate. No refunds will be made after the tenth week of classes of each semester.
- B. Requests for Early Terminations for reasons other than those listed above, including a change to part-time or evening division student status, should be submitted to the Executive Director of Residence Life & Community Engagement and may be granted at the Executive Director's discretion. If granted, the Early Termination will be subject to the below fees, the amount of which is determined by the date on which written request for early termination is received by the Residence Life and Community Development (postmarks are not considered). Approval of requests is not guaranteed and will only be granted for compelling reasons.
- 1) For students previously or currently enrolled (prior to Fall of the applicable academic year), if written request is received and approved, the following credits for housing fees will be applied to the Student's University account:
 - a) Before and during first week of the Fall semester: * 100 percent of the bill for the semester minus a \$500 housing contract cancelation fee.
 - b) During second week: 60 percent of the bill for the semester minus a \$500 housing contract cancelation fee and they will not be billed for any additional semesters.
 - c) During third week: 40 percent of the bill for the semester minus a \$500 housing contract cancelation fee and they will not be billed for any additional semesters.
 - d) During fourth week: 20 percent of the bill for the semester minus a \$500 housing contract cancelation fee and they will not be billed for any additional semesters.
 - e) After the fourth week: no credit will be applied to accounts and they will not be billed for any additional semesters.
 - 2) For students living on campus in the Fall semester but requesting release for the Spring, if written request is received and approved, the following credits for housing fees will be applied to the student's account:
 - a) Before January 10th of the previous semester and they have appropriately checked out of the accommodation - 100 percent of the bill for the semester minus a \$500 housing contract cancelation fee and they will not be billed for any additional semesters.

- b) Before and during the first week of class: 60 percent of the bill for the semester minus a \$500 housing contract cancellation fee and they will not be billed for any additional semesters.
- c) During the second week: 40 percent of the bill for the semester minus a \$500 housing contract cancellation fee and they will not be billed for any additional semesters.
- d) After the second week: 20 percent of the bill for the semester minus a \$500 housing contract cancellation fee and they will not be billed for any additional semesters.
- e) After the third week: no credit will be applied to accounts

3) For new students anticipating enrollment (Fall, Spring or Summer):

- a) Cancellations prior to the beginning of the semester result in forfeiture of the Housing Deposit. No Shows are cancelled on the last day for late registration and change of roster for the respective semester according to the standard academic calendar and will result in a \$500 contract cancellation fee.

C. Students suspended from the University or students who have housing privileges suspended through the student conduct system will receive no refund for housing fees for the interrupted semester.

D. The University reserves the right to terminate this agreement and repossess the accommodation under the following circumstances on the part of the student:

- 1) Failure to pay University fees.
- 2) Violation of University policy.
- 3) When a resident is no longer an enrolled La Salle student.
- 4) Student does not select an accommodation as part of the regular Housing Selection process, or within 2 weeks of application (if not participating in the regular Housing Selection process) or by any other deadlines communicated by Residence Life and Community Development. Termination prior to selecting an accommodation does not accrue any termination fees.

Adjustments/credits to accounts will be determined by staff in the Residence Life Community Development Office.

5. Eligibility for Residence

Only full-time registered students regularly enrolled at the University by the last day for late registration and change of roster for the respective semester according to the standard academic calendar may occupy an accommodation. Space permitting, part-time students may be eligible at the discretion of Residence Life and Community Development. Families and individuals with children cannot be accommodated.

6. Assignments

- a) This agreement may not be assigned or transferred. The residence space shall be occupied by not fewer nor more than the number of people assigned by the University; students agree to accept roommates as assigned and may not change assignments without authorization. If during this term of occupancy an agreement is terminated with respect to a resident in a multiple-occupancy unit, the remaining student shall accept such roommate as assigned by the University. If the roommates discourage or fail to accept the occupancy of an assigned roommate, they will be subject to disciplinary action that may include

relocation, fines, being charged additional rent, and/or termination of their agreements. If the resident fails to make room for a new occupant, staff may consolidate or pack possessions and assess charges. No change in assignment shall be made without the prior consent of Residence Life and Community Development. The University reserves the right to change the capacity of the residence space permanently or temporarily. Reassignment to another residence space is subject to availability, schedule, and authorization by Residence Life and Community Development. In emergency situations, students may be assigned to an alternative on-campus or Off-Campus housing assignment. In such situations, the number of students assigned to a particular room or apartment shall be determined by Residence Life and Community Development.

b) **Consolidation Policy**

The University reserves the right to make changes in assignments and/or consolidate students when considered necessary or desirable by University Housing

1. The University reserves the right to consolidate two students who are occupying standard double rooms privately, or residents of two partially occupied apartments.
2. The University reserves the right to consolidate two students who each sign up individually for a double room on the same floor or in the same residence hall during the Room Selection process.
3. A student who is required to consolidate will need to do either of the following:
 - A. Have another student in a similar situation move into the unoccupied or unassigned space in their room or apartment
 - B. Move into an unoccupied or unassigned space in another student's room or apartment.

7. Move-In/Move-Out

A resident is required to check in and check out formally through their Resident Coordinator. Before moving out, a resident is required to remove all refuse and discarded materials, leaving the rooms clean and furnished with original furnishings. Refrigerators and stoves must be emptied and cleaned. All charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the resident(s) will be billed equally to the residents. Belongings left behind upon move-out or expiration of occupancy agreements will be considered abandoned and will be disposed of by the University with no liability.

When one roommate moves out, while the other remains, each is equally responsible for cleaning all space. If the space is not found to be in acceptable condition after the University inspection, cleaning service will be provided and the resident(s) will be held liable for the entire cost.

8. Charges

All charges are due according to the date set by the University. Approved early arrival, late check-outs and any other periods when University housing is officially closed may result in additional per diem charges. All charges unpaid after the due date will automatically be subject to a late penalty charge established by the University. The University may cancel a signed agreement for the current or forthcoming year for any unpaid charges owed to the University for the current or previous year on a resident's account.

9. Room Entry/Residence Access/ Guest Privileges

The University reserves the right of entry to the accommodation(s) by authorized representatives for the purpose of inspection, establishment of order, repairs, maintenance, inventory correction, extermination, cleaning, or in case of emergency or other reasonable purposes. Students may not deny access to University personnel attempting to exercise the University's rights or perform the University's obligations. Access to residences for such purposes is limited to University resident students, faculty, staff, and authorized contractors.

A resident's privilege to have guests is subject to the following limitations: a) a resident may not pressure or force a roommate to tolerate the presence of a guest; b) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to any private space they may have or create any situation that infringes on the right of roommates to remain undisturbed; c) the presence of a guest may not exceed 72 consecutive hours; d) All guests must be present only when all students assigned to the accommodation have provided objective consent (e.g. Roommate agreement or other verbal written approval).

All guest privileges are suspended during early arrivals, extension stays and University closures

Please refer to the entirety of the Guest and Visitation Policies as stated online at www.lasalle.edu/studentguide/ in the Student Guide to Resources, Rights and Responsibilities.

10. Loss/Theft/Damages

The University shall not be liable for any damages to or loss of personal property in the assigned accommodation, common areas, outdoor areas, storage facilities, or mailboxes assigned. Students are strongly advised to arrange for insurance coverage of property brought on campus.

Students are jointly liable for all damage that is caused to the room(s) or any furniture/furnishing/fixture therein. Students are liable for the cost of repairing damage to the room(s) and building. Removal of common area or common use furniture, equipment, fixtures, or other University property is forbidden. Violators will be fined \$50 per day for each item in their possession.

Residence Life and Community Development or other departments of the University may occasionally organize on and off campus events that are designed to build community among students living in University accommodations. Participation in these events is voluntary and students assume any risks associated with participation in these activities. Students release La Salle University, its employees, and agents from any and all claims arising out of participation in such activities.

11. Solicitation/Peddling

The room(s) shall be used only for study and living purposes and not as a salesroom, office, service area, or for storage of merchandise. Soliciting and peddling in the residences are prohibited, unless approved by Residence Life and Community Development.

12. Pets

The presence of pets in any University accommodation is prohibited excluding a fish. Exceptions may be granted for service/emotional support animals required to assist students with documented needs. Any student granted an exception for a service/emotional support animal is responsible for knowing and adhering to policy and procedures that are available upon request in Residence Life and Community Development (Union 205), Student Conduct Office (Union 303), Student Affairs Suite (Union 123), the Student Counseling Center (Medical Office Building), and Student Health Services (Adjacent to Blue and Gold Dining Commons).

13. Alcohol/Drugs

In Pennsylvania, the possession and/or use of alcohol by persons under 21 years of age is prohibited. Distribution of alcohol by sale or gift to persons under 21 years of age is forbidden. A resident is held accountable for what occurs in the accommodation(s) and is therefore expected to comply with state law in the use of distribution of alcohol. Alcohol may not be consumed in the public areas of residences. Kegs, regardless of contents or amount, are prohibited in all residences. Please refer online at www.lasalle.edu/studentguide/ for the entirety of the Alcohol and Drug Policies as stated in the Student Guide to Resources, Rights and Responsibilities.

14. Firearms/Dangerous Weapons

Possession, storage or use of firearms or dangerous weapons are prohibited and subject to immediate termination of the Occupancy Agreement, removal from the residence, as well as disciplinary or judicial action and criminal prosecution. Please refer to the entirety of the Firearms and Dangerous Weapons Policies as stated online at www.lasalle.edu/studentguide/ in the Student Guide to Resources, Rights and Responsibilities.

The University reserves the right to amend this agreement and may from time to time issue changes regarding Housing policies or procedures in addition to those found online at www.lasalle.edu/studentguide/ in the Student Guide to Resources, Rights and Responsibilities. The University may take disciplinary action against a resident and/or terminate this agreement for failure by any person occupying the residential unit to comply with the terms of this agreement.

15. Meal Plan and Dining Services Obligation

Students who occupy a housing accommodation in a traditional residence hall (accommodation without an in-unit kitchen) are required to purchase one of the designated, "Traditional" Meal Plans. Any meal plan may be changed through the second Friday of each semester. Requests to select a lower value plan after that time will be denied. Requests to increase a plan may be made at any time and the pro-rated increase in the charge will be billed to the student's account.

1) Students withdrawing from housing and/or the University will be subject to the following dining charge

A) For students previously or currently enrolled if written request is received and approved, the following credits for dining charges will be applied to the Student's University account:

1) Before the first week of the semester: * 100 percent of the bill.

2) Before the second Friday deadline, meals will be prorated at the door rate of the dining hall.

3) During third week: 40 percent credit of the bill for the semester and they will not be billed for any additional semesters.

4) During fourth week: 20 percent credit of the bill for the semester and they will not be billed for any additional semesters.

5) After the fourth week: no credit will be applied to accounts and they will not be billed for any additional semesters.

6) Credits of Special Food Account (SFA) Dollars will be in the amount remaining on the student's ID Card at the time the meal plan is removed from the card.

B) For students attending as a resident who choose to withdraw from housing:

1) Students have 5 business days to amend their meal plan from the time their housing change is finalized. After 5 business days meal plans will remain as billed according to the schedule above.

2) In the event of a meal plan change:

A) The original meal plan will be prorated according to the schedule above.

B) The second requested meal plan is also a weekly plan, it be prorated; if a semester block is requested, it will be applied in full including SFA amounts.

C) Meal Plan Rollover

Fall Semester Meal Plans will be rolled over into the Spring Semester. It is the responsibility of the student to inform the Dining Services Office, in writing, of any necessary meal plan changes are needed for the Spring Semester. Requests can be made to the contact information at the bottom of this section.

Individual meals of a meal plan do not rollover from semester to semester.

D) Special Food Account

Special Food Account Dollars (SFA) are spendable “Debit Card” dollars that are included with the purchase of a meal plan and are usable on the Student ID Card. SFA can be spent at any La Salle Dining Services Locations during semester operations.

If a meal plan is renewed in the Spring Semester SFA rolls over into the Spring Semester. If a meal plan is not renewed in the Spring the SFA does not rollover and is non-refundable. No SFA is rolled over after the last day of Spring Final Exams.

E) SFA Reloads

SFA Reloads are convenient increases in SFA amounts on a Student ID Card that can only be purchased only with an existing Meal Plan. SFA Reloads follow all regulations as SFA.

Information and assistance with meal plans is available on our website, LaSalle.CampusDish.com and in the Dining Services Office on the lower level of the Union Building or by calling 215-951-1388.