

License Agreement 2018-2019

Campus Housing ("Housing Office")

University of Louisville ("University")

Stevenson Hall

Louisville, Kentucky 40292

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1. Definitions:

- A. License: A legal contract conferring a right between two parties, known as the Licensor, who grants the License, and the Licensee, to whom the License is granted.
- B. Residence Hall: University building, including apartments, containing living quarters for students
- C. Assigned Space: The unit the resident is assigned to including bed, living space, and common areas. Resident Assigned Spaces will overlap unless specifically stated otherwise.
- D. Family Unit: Immediate family group which includes the adult Licensee along with a spouse and/or children
- E. Abandon: When it appears that a tenant has left property behind and does not intend to come back, pick up, or use the property, resulting in relinquishment of legal rights over or to that property
- F. Resident: One who lives in a Residence Hall pursuant to the grant of a License
- G. Agent: One who is specifically authorized to act on behalf of Housing and is designated as such.
- H. Housing Online Policies: Includes the Campus Housing Policies & Procedures, Assignment Policies, Conduct & Sanctions, etc. which can be found at <http://louisville.edu/housing/info/policies> .
- I. Housing: Housing includes Residence Halls located on the University campus managed by the Campus Housing. These halls include Louisville Hall, Miller Hall, Threlkeld Hall, Uritas Tower, University Tower Apartments, Bettie Johnson Hall, Herman and Heddy Kurz Hall, Community Park, Billy Minardi Hall, Medical Dental Apartments, Cardinal Towne, and University Pointe.

2. Terms and Conditions:

- A. The student, parent, guardian and other guarantors ("I", "you" or "your" individually and collectively) are urged to carefully read the content of this License Agreement ("License"). This License will become legally binding and fully enforceable between you and the University (also referred to herein as "us" or "we") upon completion and submission of this application. Prior to housing assignment posting on ULink or notification to the student, this License is fully revocable by either the applicant or the University.

- B. By submitting this License electronically, you are agreeing to accept a housing assignment from the Housing Office. By doing so you agree to the terms and conditions of the License, all current University policies and procedures including but not limited to the Code of Student Conduct and Campus Housing Policies & Procedures, and cancellation policy. These policies are reviewed annually, but the University reserves the right to make changes throughout the year as needed. Any mid-year changes will be announced on the Housing Office websites.
- C. Meal Plan: All students who live in University Residence Halls and apartments are required to participate in the meal plan. The type of meal plan and cost per semester are based on the type of housing unit in which you live. Please see the following web link for more detailed information about the meal plan:
<http://www.uofldiningservices.com/plans.html>.

3. Agreement to Deal Electronically:

By signing this License, you agree to the following terms and conditions:

- A. You agree that, except as prohibited by law, the Housing Office shall primarily communicate with you for all aspects of your use of the License, including sending you notices, electronically through your University email account or any other personal email account you provide.
- B. You will be asked to provide an electronic signature.
- C. You agree to contact the Housing Office if you need information about your License.
- D. You agree to keep all records relating to your License and print or make an electronic copy.

4. Period of License:

- A. Residence Halls: With the exception of the summer license period, this License binds the student to live in the Residence Halls for the full academic year consisting of the fall and spring semesters or for that portion of the academic year that remains after the student moves in. A fee will be assessed to students who are approved to cancel the License. The License grants the right to move in no earlier than the week before the first week of fall and spring classes and will end twenty-four (24) hours after the last scheduled spring term final exam. The summer license period will be from the day before the start of summer classes to 10:00am the day after the last day of the final summer term. If early arrivals or occupancy extensions to this License are approved by the Housing Office the terms and conditions of the License remain in force and additional charges will be added to the students' University accounts.

- B. For Medical Dental Apartment Residents, this License binds the undersigned individual to the apartment and the terms of this License for twelve (12) months or through May 1, 2018 whichever comes first with the possibility of extension, including those who graduate in early May and/or complete their research and classes before that date.

5. Eligibility:

- A. To be eligible to live in the Residence Halls and Medical Dental Apartments, individuals must meet the eligibility standards set forth below, complete a housing application, and submit the required non-refundable application payment of one-hundred dollars (\$100.00).
- B. Students eligible to live in a Residence Hall or Medical Dental Apartments must be registered, fee-paying students at the University or other approved institutions for each semester of occupancy. Full-time students will be given preference over part-time students. Students must be in compliance with their financial obligations with the University. Other persons eligible include individuals contracted by a University department or unit to conduct research or post-doctoral study.
- C. A marriage license will be required for spouses living together on campus and Medical-Dental Apartments (MDA). Any other combination of individuals living in the apartment together will be considered non-family students and will be charged appropriate fees.
- D. Eligibility Statement: By submitting this document, you authorize the Housing Office to review your University records (academic, employment, and any other records) for the purpose of verifying your eligibility for Campus Housing. All applicants MUST consent to the eligibility statement to reside in University facilities.

6. Fees, and Financial Obligations:

- A. Payments for the remaining balance of the License fees (amounts can be verified using the online rate sheets: located at <http://louisville.edu/housing/options/info/rates>) and meal plan must be paid at the University Bursar's Office, which issues all bills (individual statements will not be sent from the Housing Office). You authorize the University to apply Title IV program funds in excess of tuition and fees toward the payment of the Housing Office fees and charges. You have the right to rescind this authorization in writing at any time.
- B. Residence Halls: Payments are due based on the Bursar schedule. <http://louisville.edu/finance/bursar/>
- C. Medical Dental Apartments: The full amount of the bill will be posted on student account and all eligible financial aid must be applied to the account. Otherwise, the Housing charge must be paid in full by the deadline given by the Bursar's Office for all semester charges. MDA residents do have an option of signing up for an MDA payment plan with

the Bursar. Students' accounts must be financially current and settled throughout the License period.

- D. **Application Payment Reduction:** The Housing Office allows for the reduction of the \$100.00 payment to qualifying students. Those students approved for a reduction of their University admissions application payment (based on the requirements found at <http://admissions.louisville.edu/apply/waiver.html>) may request a reduction of the one-hundred dollar (\$100.00) payment. If the application is canceled, the student is expected to pay the cancellation fee associated with the date of cancellation.
- E. **Current Resident Renewals:** In order to renew for the next academic year, a Resident will reapply during the designated sign-up period. Once given a renewal assignment, the new License is binding for the new License period. NOTE: If a renewing Resident cancels the License, the cancellation policy applies and appropriate fees will be assessed.

7. Cancellations:

Students may apply to cancel the License by submitting a request via the online request form at <http://louisville.edu/housing/forms/requests/cancellation> to the Housing Office. Cancellation of the License may be approved for reasons as identified in the cancellation policy. Cancellation fees will be applied as listed, in the cancellation policy. If, as a result of a disciplinary action, you are dismissed from Campus Housing, but remain enrolled at the University, you will be responsible for full cancellation fees as stated in the policy: <http://louisville.edu/housing/info/policies/cancellations> .

8. Default of License/Penalty Fees:

- A. **DEFAULT.** Violation(s) of University and/or Housing Policies may place you in default of this License. See the housing policies online for some applicable remedies that may result if these types of violations occur. Listed below is a non-exhaustive list of housing violations:
 - 1. You fail to pay License fees or any other amount owed as directed by this License and/or do not maintain good financial standing with the University;
 - 2. You and/or your guest(s) violate this License or any addendum to it, the "Housing Online Policies," University policy, and/or fire, health, or criminal laws, regardless of whether arrest or conviction occurs;
 - 3. You fail to move into your assigned space after completion of all required documentation, or you Abandon your assigned space (for example, if, after a reasonable time, it appears that you have moved out before the end of the License Term because clothes and personal belongings have been substantially removed from your assigned space);

4. You have made any false statement or misrepresentation on any information provided to the Housing Office,;
5. You and/or your guest is/are arrested for a felony offense regardless of whether such activity results in jail or prison time and/or deferred adjudication; Housing reserves the right to remove students who have been arrested for a misdemeanor offense.
6. Any illegal drugs or illegal drug paraphernalia are found in your assigned space (whether or not possession is established);
7. You fail to pay any charge within thirty (30) days after it is levied in accordance with this License;
8. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident assigned space environment as evidenced by repeated complaints about you made by the other residents or the staff in the building;
9. You violate the Campus Housing or University deadly-weapons policy located at:
<https://sharepoint.louisville.edu/sites/policies/library/SitePages/Business%20Services/Deadly%20Weapons.aspx> .

- B. **Penalty Fees:** The following penalty fees and charges may be placed on the student's University account, including, but not limited to: damage fees according to the cost of replacement or repair of room furnishing, improper check out fees for failure to check out of assigned space, not signing and dating check-out form, or lost keys. In addition, students will be charged for failure to remove personal items or excessive cleaning needed. You also agree to reimburse and hold University harmless for the costs incurred in the collection of your License fees and/or penalty fees and charges and agree to indemnify the University in any proceedings brought against University due to your actions. These fees shall include, but are not limited to, attorney fees, collection fees, court costs, and any other fees incurred by us as a result of a breach of this License by you. Individuals may appeal charges made to their account in writing within thirty (30) days through the online appeal request <https://louisville.edu/housing/forms/requests/fiappeal>. Students utilizing express check-out when leaving University Housing waive their right to appeal these charges.
- C. **Non-payment:** The License shall be subject to an early cancellation and termination upon prior written notice from the University if the student fails to pay as required or no longer holds student status or otherwise violates the terms and conditions of the License. In the event the License is canceled by the University under this provision, the student shall vacate the room on or before a date specified in writing by the University. If student should fail to vacate the room as required, the University upon giving student prior written notice, may regain possession of the room by changing the locks. Any personal property remaining in the room will be considered Abandoned and may be subject to

disposal by the University. The University also expressly reserves the right to pursue penalty fees and charges in such circumstance.

- D. Room Damages: The Resident is responsible for the assigned unit and its furnishings. The Resident shall reimburse the University for damages to the assigned unit/building and/or its furnishings.

9. CONDITIONS OF PREMISES

- A. Within seven (7) days after you move-in, you are required to submit an online Room Condition Update to notify us in writing of any defects or damages in your assigned space (including common area, fixtures, appliances and furniture). Failure to do so will result in the assigned space being considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in.
- B. With the exception of the items emailed to you or that you have submitted through the online Room Condition Update, you accept your assigned space, the fixtures, appliances and furniture in their “AS-IS” condition, with any faults. With regard to your assigned space, and the fixtures, appliances and furniture within, we make no express warranties and disclaim any and all implied warranties (other than the warranty of habitability).
- C. Excluding ordinary wear and tear from normal usage, you will be solely responsible to the Housing Office for damages to your assigned space and the furnishings provided in the assigned space. You are responsible for the cost of all repairs made necessary by you and/or your guest(s) or, as set forth below, any other person in violation of the License. This includes the negligent or careless use of your assigned space or any part of the residence hall, including, without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage. You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you will be responsible for repaying us within ten (10) days. In addition, you could be charged for damages that may have been caused by other Residents if we cannot determine who did it, and you will be jointly and severally liable for all damages to other shared areas of the assigned space and any furnishings provided in those shared areas. If the party responsible for damages is identified, we may nonetheless determine, in our sole discretion, if you and other potentially responsible parties are allowed to renew for the next year. Your obligations to pay the charges described in this paragraph will continue after the end of this License.
- D. Furnishings Removal. You assume full responsibility for items furnished by us and agree to return them to us at the end of the License Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your assigned space. You will not

remove our furniture, fixtures, and/or furnishings from the assigned space for any purpose.

10. Indemnification, Acknowledgement and Release Clause:

- A. It is the intent of the University to provide within reasonable effort a facility where you are safe. You hereby acknowledge and agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the assigned space or the Residence Hall, for injury to person or property arising from theft, vandalism or casualty occurring in the assigned space or the Residence Hall.
- B. The student and the undersigned agree to indemnify and hold harmless the University from any suit, action at law or other claim resulting from an injury to the student's, or any third party's, person or property while living in University Housing under this License, except to the extent that the injury is caused by the negligence of the University, or its designated Agents. You hereby release and forever discharge the University, its officers, employees, subcontractors, and Agents from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this License and the use of University Housing. This release will be binding upon the undersigned and the student.
- C. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings.

11. Subcontracting:

The License may not be transferred to another person. Unauthorized roommates are prohibited unless written approval is obtained from the Housing Office. Residents will be held responsible for upholding this policy.

12. Amenities:

The University will furnish water, gas, electricity, maintenance service, data service, garbage service and grounds care, but will not be liable for failure to supply any of the above services. Custodial service will be provided for the public areas only.

13. Falsification of Application Information:

The University reserves the right to deny, cancel or remove from Housing individuals who provide false information as part of the application process, individuals with a documented history of violent behavior, and/or individuals whose histories or behaviors demonstrate the inability to function within the community environment of the Residence Halls. We further reserve the right to verify any information provided by applicants that is available on the public record.

14. Married Couples/Families Policy:

A University student can live on campus with their spouse and/or dependents. Typically families will be accommodated at Medical Dental Apartments or Cardinal Towne. A marriage or birth certificate may be requested for our records.

15. FERPA and Photograph Use Release:

You give permission to the Housing Office to use any photographic image taken of you while you are in any public spaces, grounds, offices or any University sponsored public events without payment or other compensation. You release all claim to audio and video recordings or photographs and assign all rights to these images or recordings to University. These images may include educational materials, education broadcasts and web sites or promotion of the University. You understand that your photographic image may be used for legitimate business purposes. You hereby waive any right that you may have to inspect or approve any such use.

16. Severability of Individual Sections:

If any provision of this License shall be declared illegal or unenforceable, the remaining provisions will remain in full force and effect.

17. Consolidation/Relocation:

- A. Consolidation: The University reserves the right to make assignments of space, to authorize or deny room and roommate changes, to consider vacancies and to require a student to move from one room or Residence Hall to another in an attempt to achieve a more effective or efficient Residence Hall program. Consistent with the University's Nondiscrimination Policy, the Housing Office does not discriminate based on race, sex, age, creed, color, religion, ethnicity, national origin, disability, veteran status, pregnancy, genetic information, gender, gender identity or sexual orientation when making assignments to eligible spaces, and shall comply with all federal, state and local laws thereto. The Housing Office reserves the right to move a student in an ADA equipped room who does not require such accommodation to a comparable space on campus if an ADA need arises for that room.
- B. Relocation: It is understood that the assigned space contains other assigned spaces in which other Residents may reside. If the assigned space consists of more than one

assigned space, we have the right, when any assigned space is unoccupied, to place a new Resident in the unoccupied assigned space unless you and all other Residents in the assigned space agree to pay us, as part of your respective License fees, the fees due for such unoccupied assigned space. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice, to relocate you to another assigned space unit in the Residence Hall. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days' notice. The fact that you and the other Residents of the assigned space may be in conflict with each other will not be grounds to terminate the License. We are not liable if another Resident in the assigned space was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

18. RIGHT OF ENTRY.

The University shall have the right, as do our designated Agents, to enter the assigned space, without notice to you and without your consent, for emergency, safety, health, maintenance, management or any other lawful purpose. The University shall exercise this right reasonably and shall endeavor to provide reasonable notice thereof. Police and other emergency personnel shall also be entitled to enter the premises as the situation warrants. You may not change any locks or place any unreasonable restraint to such entry.

19. GOVERNING LAW/VENUE.

This License is governed by and construed according to the laws of the Commonwealth of Kentucky. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law. Venue for any action arising under or concerning this License shall be in Franklin Circuit Court.

20. Signature.

Student Signature: «Profile __First_Name» «Profile __Last_Name»

Date: _____

Guardian Signature (if Student is a minor): _____

Date: _____