

Academic Year License Agreement 2022-2023

Campus Housing ("Campus 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 Units: Roommates and suitemates sharing a living space on campus will be considered as family units. With regards to infectious diseases, if one individual within a unit is experiencing ill symptoms all of the family unit will be required to follow the same or similar safety procedures and guidelines as the individual who is experiencing symptoms.
- 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 Campus Housing and is designated as such.
- H. Campus Housing Online Policies: Includes the Campus Housing Policies & Procedures, Assignment Policies, Conduct & Sanctions, etc. which can be found at <https://louisville.edu/housing/info/policies>.
- I. Campus Housing: Campus Housing includes Residence Halls located on the University campus managed by the Campus Housing Office. These halls include:
 - a. Traditional: Uinitas Hall, Belknap Residence Hall, New Residence Hall 2022
 - b. Suites: Louisville Hall, Community Park, Herman and Heddy Kurz Hall, and Billy Minardi Hall
 - c. Apartments: University Tower Apartments, Bettie Johnson Hall, Cardinal Towne, University Pointe, and Denny Crum Hall

2. Terms and conditions:

- A. The student, parent, guardian, and other guarantors ("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") five (5) days after the date your housing assignment is made and posted on your student housing portal or when

notification is sent to the student. Until that date, the application and this License are fully revocable by either the applicant or the University.

- B. By submitting this License electronically, you are agreeing to accept a Campus Housing assignment from the Campus Housing Office. By doing so you agree to the terms and conditions of the License, all University policies and procedures as they are in effect from time to time, including but not limited to the Code of Student Conduct and Campus Housing Policies & Procedures, and the 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 Campus Housing Office website.
- 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 Campus Housing unit in which you live. Please see the following web link for more detailed information about the meal plan:
<https://louisville.campusdish.com/MealPlans>.
- D. In order to qualify for Campus Housing, a student must be accepted to the University and remain in good standing as a student; fulfill the first-year requirements, as applicable (details found here: <https://louisville.edu/housing/info/policies/firstyear>); and follow the living learning community guidelines, as applicable. Students in violation of the first-year requirements may receive a non-compliance fee as stated in the first year policies link above. Note: completion of this agreement does not imply any guarantee of a specific building to be assigned or room type. It is simply for a space within Campus Housing.
- E. Second-Year Residential Requirement: All second-year students at UofL will be required to live in Campus Housing or affiliate properties. Second-year status is defined according to the student's enrollment year and not the credit-hour status. Furthermore, students who enroll in the university for a second year of study will be considered "second-year students," regardless of their potential credit-hour status. A student may submit an exemption request with supportive documentation. However, approved requests will vary according to the eligible standard exemptions (more details are found here: <https://louisville.edu/housing/info/policies/Second-Year-Residential-Requirement>). Noncompliance fees will be applicable to students whose exemption request is not approved and the student continues to reside off campus.

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 Campus 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. Other accounts may or may not be used.
- B. You will be asked to provide an electronic signature to this Agreement. You agree to sign this License electronically, and that the University can treat your electronic signature the same as an original signature.
- C. You agree to contact the Campus 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.
- E. If a student is under the age of consent, parental/guardian approval will be required before completing the application. Any attempt by an underage student to electronically sign as their parent is not acceptable and could lead to disciplinary action under the Code of Student Conduct for falsification of records and/or termination of a housing assignment. A non-compliance fee may be added to the student's account if the housing assignment is terminated.

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. *Note: Cardinal Towne and University Pointe are 11.5 month facilities. Students who reside there have 2 equal payments in fall and spring that covers their summer rent as well. Failure to reside in these complexes over the summer is not a reason to seek a refund for those charges.*
- B. No proration, subletting or assignment of this License is permitted in any on campus properties.
- C. Cancellation of the License must meet stated criteria as found here: <https://louisville.edu/housing/info/policies/cancellations>.
- D. 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 no later than 10:00am to the day after the last day of the final summer term. **Cardinal Towne and University Pointe licenses start no earlier than August 15 and ends August 1 of the following year.** If early arrivals or occupancy extensions to this

License are approved by the Campus Housing Office, the terms and conditions of the License remain in force and additional charges will be added to the students' University accounts.

- E. For current information regarding closings, openings, and breaks within the residence halls, please check the Campus Housing website periodically at <https://louisville.edu/housing/resources/important-dates>.

5. Eligibility

- A. To be eligible to live in the Residence Halls, individuals must meet the eligibility standards set forth below, complete a Campus 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 must be registered, fee-paying students at the University or other approved institutions for each semester of occupancy. Fulltime 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, work, or post-doctoral study.
- C. Campus Housing does not provide for married or family housing. Any other combination of individuals living in the apartment together will be considered nonfamily students and will be charged appropriate fees.
- D. Eligibility Statement: By submitting this document, you authorize the Campus 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 Campus Housing Office). You authorize the University to apply Title IV program funds in excess of tuition and fees toward the payment of the Campus 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, which is available at <http://louisville.edu/bursar/>.

- C. Application Payment Reduction: The Campus Housing Office allows for the reduction of the \$100.00 non-refundable payment to qualifying students. Those students approved for a reduction of their University admissions application payment (based on the requirements found at <http://louisville.edu/admissions/apply/i-am-a-first-time-freshman/fee>) may request a reduction of the one-hundred dollar (\$100.00) payment. If the application is canceled, the student is held to the cancellation policy as stated at <http://louisville.edu/housing/info/policies/cancellations>.

- D. 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 once an assignment is made and the deadline for a no penalty cancellation has expired, which is 5 days. NOTE: If a renewing resident cancels the License, the cancellation policy applies and appropriate fees will be assessed. Renewals are not guaranteed in any spaces and some spaces are not eligible for renewal.

7. Cancellations

The cancellation policy is stated at <http://louisville.edu/housing/info/policies/cancellations>. Students who wish to seek approval for terminating their License early may submit a request to the Campus Housing Office via the online request form at <http://louisville.edu/housing/forms/requests/cancellation>. Although the license is a binding agreement that is strictly enforced, termination of the License may be approved for reasons as identified in the cancellation policy. Reasons should display extenuating circumstances. If, as a result of a disciplinary action, you are dismissed from Campus Housing, you will be held to the cancellation policy and will not be entitled to any refunds.

8. Campus Housing accommodations due to disabilities

The University will accept and consider requests for reasonable accommodation in University Campus Housing at any time. The individual making the request for accommodation should make the request and provide appropriate supporting documentation to the University of Louisville Disability Resource Center (DRC) before moving into Campus Housing, generally at or before the time of application for Campus Housing. The DRC has a Fall deadline of June 1st, Spring deadline of November 1st, and Summer deadline of April 1st. If the request for accommodation is made after the deadline provided, the University cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester of occupancy. Further information on housing accommodations can be found at <http://louisville.edu/disability/students/housing-accommodations/>.

9. Default of license/penalty fees:

- A. DEFAULT. Violation(s) of University and/or Campus Housing Policies may place you in default of this License. See the Campus Housing policies online for some applicable

remedies that may result if these types of violations occur. Listed below is a non-exhaustive list of Campus 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 “Campus Housing Online Policies,” University policies and procedures, 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 Campus Housing Office, or the University;
5. You and/or your guest is/are arrested for a felony offense regardless of whether such activity results in a conviction, jail or prison time and/or deferred adjudication. Campus Housing reserves the right to remove students who have been arrested for a misdemeanor offense at the sole discretion of Campus Housing;
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 as stated at: <https://louisville.edu/policies/policies-and-procedures/pageholder/pol-deadly-weapons> ;
10. You refuse to vacate your assigned space upon expiration of the license date; and
11. You violate the Code of Student Conduct located at: <https://louisville.edu/dos/students/codeofconduct>.

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; or improper check out fees for failure to check out of assigned space, not signing and dating check-out form, lost keys, failure to remove personal items, or if excessive cleaning is needed. Community billing may also be applicable when damages are present and the individual(s) that caused the damage cannot be confirmed. In such a case, all potentially responsible Residents may be required to share responsibility for the damages if the responsible party or parties cannot be

identified and no Residents admit to causing the damage. The decision on whether to apply community billing shall be in the sole discretion of Campus Housing. A Campus Housing representative will notify the student via email of all the charges. In addition, you 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 submit an appeal by logging into their housing portal, and selecting Requests, Appeals and Forms, and the Damage/Key Fee Appeal Form. A response will be sent after the appeal is reviewed. Appeals should be made within thirty (30) days. Appeals submitted after the 30 day deadline will not be considered, except in special circumstances (which must be shown through documentation). Students utilizing express check-out when leaving University Campus Housing waive their right to appeal these charges.

- C. Non-payment or Non-enrollment: The License shall be subject to a 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 the resident should fail to vacate the room as required, the University, upon giving prior written notice to the Resident(s), may enter and regain possession of the room and change 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, including charges that may be applied through community billing, as described above.

10. Conditions of premises

- A. Within forty-eight (48) hours after you move-in, you are required to submit an online Room Condition Update on your Campus Housing portal to notify us 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 clean, safe and in good working condition. You will be responsible for defects or damages that may have occurred before you moved in if the information is not documented on your report.
- B. With the exception of the items emailed by 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 Campus 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 are also responsible for associated damages or fires due to cooking and misuse of cooking appliances. 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 of demand for payment. In addition, you could be charged for damages that may have been caused by other Residents or guests if the direct cause of the damage cannot be identified, 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. Campus Housing cannot accommodate requests to remove standard furniture in order to allow for a student to use their own furniture.

You should review the Campus Housing Office’s available information about preventing and responding to substance growth. You agree to comply with the Campus Housing Office’s accepted methods to prevent substance growth. This information can be found at <https://louisville.edu/housing/info/policies/procedures/substance>. The Campus Housing Office will not compensate or refund a Resident in the event of substance growth being found. It is the resident’s responsibility and obligation to use the work order system to report substance growth immediately upon discovery in the non-common area spaces so appropriate action can be taken.

- E. You should review the Campus Housing Office’s lead disclosures, which can be found at <https://louisville.edu/housing/info/policies/lead-disclosures>.

- F. You consent to the [bed bug treatment procedures](#) established by Campus Housing should the need arise.

11. Indemnification, acknowledgement and release clause

- A. It is the intent of the University to provide a facility where you are safe. However, 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 University will not be responsible for any damage to you or your property while living in University Campus Housing under this License, except to the extent that the injury is caused by the negligence of the University, or its designated Agents. To the extent permitted by law, 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 Campus 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. The University does not maintain insurance coverage for any loss or damage to such items.

12. Subcontracting

The License may not be transferred to another person. Unauthorized roommates are prohibited. Residents will be held responsible for upholding this policy.

13. 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 and communal (traditional hall) restrooms only.

14. Falsification of application information

The University reserves the right to deny, cancel or remove from Campus Housing (with no refunds or removal of established room charges not already paid) individuals who provide false or misleading information as part of the application process and/or individuals whose behavior demonstrates 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 in the public record.

15. FERPA and photograph use release

You give permission to the Campus 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. You give permission for the University to use these images or recordings in any of educational materials, education broadcasts and web sites or promotion of the University, or for any other reason as the University sees fit, in the University's discretion. 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 Campus 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 Campus 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 Campus Housing, 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 an 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. Infectious Diseases

- A. Students are responsible for following all Covid-19 and other infectious disease policies and procedures administered by the University, along with governmental regulations, as such policies, procedures and regulations are in effect from time to time. Procedures are subject to change depending on the decisions of the government, public health guidance, and the University leadership. Students will be promptly notified of any such changes and will be held responsible for any noncompliance. In addition, students should be aware of and must follow the guidance from the University found at:
<https://louisville.edu/coronavirus/>.
- B. **Acknowledgement:** Residents acknowledge that living on campus comes with inherent risks that cannot be completely eliminated, regardless of the care exercised by the parties and by agreeing to live in a Resident Hall accepts those risks. These risks include, but are not limited to, a heightened risk of exposure to or contraction of contagious illnesses due to population density within the residence halls.
- C. **Termination:** Failure to comply with federal, state, local, and/or University public health directives may lead to suspension, and possibly termination of the License Agreement. Terminations for failure to comply do not entitle a Resident to any refunds. Violations of the public health directives could also result in charges of violating the Code of Student Conduct.

20. Force Majeure

The University shall not be liable or responsible for any delay or failure hereunder, including without limitation making Campus Housing and utilities available if such delays or failures are the result of any happenings or events which could not reasonably be avoided, including without limitation, acts of nature, fire, flood, natural disaster, health and/or safety emergency, epidemic, loss of electricity or power, riots, war, or terrorist attack (or threat thereof).

21. 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 in Franklin County, Kentucky.