

Short-Term Housing License Agreement 2019-2020

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 <https://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, Unitas 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.
- J. Short Term Housing: A stay between one (1) day up to three (3) months is considered Short Term Housing.

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 being made and posted 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. Dining: Short-Term Housing guests should be prepared to pay the daily rate for dining. Please see the following web link for more detailed information about dining:
<https://louisville.campusdish.com/MealPlans>.
- D. In order to qualify for housing, the requestor(s) must have an affiliation with the University. Affiliations may range from visiting professors, visiting scholars, UofL faculty or staff, and UofL research participants. Note: completion of this agreement does not imply any guarantee of an assigned room type or room. It is simply a space request within University housing. Confirmation of a room will be given through a follow up email along with the invoice of the final payment.

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. Other accounts may or may not be used.
- 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. Guest(s) are required to live in their assigned space according to their approved dates. Late check-ins and early check-outs are permitted without a financial penalty. However, the University requires notification in advance to supply staffing assistance as needed. Early arrivals and/or late departures will need to be approved by the Assistant Director of

Summer Operations. Guests are not permitted to arrive early or depart late unless confirmation is received via email.

5. Eligibility

- A. To be eligible for Short Term Housing, the requestor(s) must have an affiliation with the University. Affiliations may range from visiting professors, visiting scholars, UofL faculty or staff, and UofL research participants.
- B. Guest(s) eligible for Short Term Housing must have submitted an application, paid in full after receiving an email confirmation of their room assignment, and are affiliated with the University.
- C. 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. The full amount of the bill will be sent via email in the form of an invoice. The invoice must be paid in full within 24 hours of the receipt of the invoice. If the invoice is not paid within 24 hours, the reservation will be cancelled and offered to the next guest.
- B. Extensions: Guests must submit a new request if they are interested in returning in the future. For current requests, late check-ins and early check-outs are permitted without a financial penalty. However, the University requires notification in advance to supply staffing assistance as needed. Early arrivals and/or late departures will need to be approved by the Assistant Director of Summer Operations in advance. Guests are not permitted to arrive early or depart late unless confirmation is received via email from the Assistant Director of Summer Operations. **NOTE:** If a guest cancels the license agreement, the cancellation policy applies and appropriate fees will be assessed.

7. Cancellations

- A. The cancellation policy is stated at <http://louisville.edu/housing/info/policies/cancellations>.
- B. Short Term Housing-Cancellation Policy and Payment/Refund Fee Structure:
 - a. 31 Business Days or more
 - If the guest cancels the Short Term Housing request through a written notice 31 business days or more prior to the check-in date, the guest will receive a 100% refund on the full payment.
 - b. 16-30 Business Days Before Arrival

- If the Client cancels the Short Term Housing request through a written notice 16-30 business days prior to the check-in date, Client will receive a 75% refund on the full payment.
- c. 6-15 Business Days Before Arrival
 - If the Client cancels the Short Term Housing request through a written notice 6-15 business days prior to the check-in date, Client will receive a 50% refund on the full payment.
- d. 5 Business Days Before Arrival
 - If the Client cancels the Short Term Housing request through a written notice 5 business days prior to the check-in date, any payments will remain non-refundable.

8. Housing accommodations due to disabilities

UofL will accept and consider requests for reasonable accommodation at any time. The individual making the request for accommodation should make the request and provide appropriate supporting documentation to the Assistant Director of Summer Operations before moving into Campus Housing, generally at or before the time of application for housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into Campus Housing, the University cannot guarantee that it will be able to meet the individual's accommodation needs during the requested times of occupancy.

9. 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. 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 guest's 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, guests 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>. Guest(s) utilizing express check-out when leaving University Housing waive their right to appeal these charges.
- C. **Non-payment:** The License shall be subject to a termination upon prior written notice from the University if the guest(s) fails to pay as required or otherwise violates the terms and conditions of the License. In the event the License is canceled by the University under this provision, the guest(s) shall vacate the room on or before a date specified in writing by the University. If the guest(s) should fail to vacate the room, as required, the University upon giving the guest 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 guest is responsible for the assigned unit and its furnishings. The guest shall reimburse the University for damages to the assigned unit/building and/or its furnishings.

10. Conditions of premises

- A. Guest should notify Campus Housing in writing of any defects or damages in the 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. Guests will be responsible for any defects or damages that may have occurred before moving in.
- B. With the exception of the items emailed to you or that you have submitted to Campus Housing, 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, Campus Housing makes 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 make future housing requests. 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.
- E. You should review the Housing Office’s available information about preventing and responding to substance growth. You agree to comply with the Housing Office’s accepted methods to prevent substance growth. This information can be found at <https://louisville.edu/housing/info/policies/procedures/substance>. The Housing Office will not compensate or refund a guest, in the event of substance growth being found.
- F. You should review the Housing Office’s lead disclosures, which can be found at <https://louisville.edu/housing/info/policies/lead-disclosures>.

11. 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 guest and, if applicable, 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 guest'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 guest.

- C. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. The University does not cover for any loss or damage to such items.

12. Subcontracting

The License may not be transferred to another person. Unauthorized roommates are prohibited. Guests 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 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.

15. Married couples/families policy

Guest can live on campus with their spouse and/or dependents. Typically families will be accommodated for Short Term Housing. A marriage or birth certificate may be requested for our records.

16. 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.

17. 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.

18. Room Changes/Relocation

- A. 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 guest 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.

19. 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.

20. 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.

21. Signature

Student Signature: «Profile__First_Name» «Profile__Last_Name»

Date: _____

Guardian Signature (if Student is a minor): _____

Date: _____