

# HOUSING LICENSE AGREEMENT

## STUDENT INFORMATION (Please print)

Name (Last, First)

Andrew ID

Gender

Permanent Address (incl. city, state, zip and country)

Contact Phone Number

## **DATES OF OCCUPANCY: FALL TERM 8/27/2020 - 12/22/2020 and SPRING TERM 1/8/2021 - 5/12/2021**

This Housing License Agreement ("Agreement") provides for the occupancy of an assigned accommodation in campus housing and is a binding agreement between you, the Student, and Carnegie Mellon University ("University"), and governs your occupancy for the terms specified above. Students may not take up residence prior to the opening dates for both fall and spring terms. During the official winter recess, all terms of this Agreement remain in effect, although you will not have access to your accommodation unless otherwise published or approved in writing by the Department of Housing Services ("Housing Services.") All residential areas must be vacated at the close of the spring term in accordance with published schedules. All personal belongings must be removed from University property by noon following the last day of final exams. Students that need to stay through commencement are required to vacate their residential areas by noon the day after commencement.

### **FIRST YEAR STUDENT (PLEASE INITIAL ON LINE):**

\_\_\_\_ First-year students are required to live within the campus housing system. Exceptions to this policy must be requested in writing to the Dean of Student Affairs. As a first-year student, you understand that this agreement is for both the fall and spring terms specified above. If you are permitted to cancel this agreement for any reason, including for a verified change in your enrollment status (leave of absence, withdrawal from the university, academic or financial suspension or dismissal, study abroad, or any non-enrolled status) or full-time status, you will be required to pay to the University the applicable prorated charges for the period of occupancy prior to moving, and the Housing Cancellation Fee (currently, \$400 for cancellations occurring during or for the fall term and \$200 for cancellations occurring during or for the spring term.) Cancellations are typically not permitted, except for a verified change in your enrollment status or full-time status. See Section 3 (CANCELLATION OF AGREEMENT) and Section 4 (HOUSING CANCELLATION FEE) of the TERMS AND CONDITIONS section of this agreement.

You understand that you are solely responsible for notifying Housing Services if you choose not to enroll at the University or if you need to cancel this Agreement for any reason at any time. If you are not permitted to cancel this Agreement, you understand that you are liable and responsible for the payment of your assigned room charges for both the fall and spring terms.

### **UPPER-CLASS STUDENT (PLEASE INITIAL ON LINE):**

\_\_\_\_ As an upper-class student, new to or returning to University housing, you understand that this Agreement is for both the fall and spring terms specific above.

If you are participating in the Room Selection process, you understand that if you decide to cancel this Agreement on or before 12 p.m. on April 3, 2020, you may do so by completing the online cancellation form located at <http://www.cmu.edu/housing/roomselection/> and you will receive a full refund of all related housing charges and will not be required to pay the Housing Cancellation Fee. You understand that after April 3, 2020, if you are permitted to cancel this agreement for any reason, including for a verified change in your enrollment status (leave of absence, withdrawal from the university, academic or financial suspension or dismissal, study abroad, or any non-enrolled status) or full-time status, you will be required to pay to the University the applicable prorated charges for the period of occupancy prior to moving, and the Housing Cancellation Fee (currently, \$400 for cancellations occurring during or for the fall term and \$200 for cancellations occurring during or for the spring term.) Cancellations are typically not permitted, except for a verified change in your enrollment status or full-time status. See Section 3 (CANCELLATION OF AGREEMENT) and Section 4 (HOUSING CANCELLATION FEE) of the TERMS AND CONDITIONS section of this agreement.

If you sign this Agreement after April 3, 2020, you understand that you will not be permitted to cancel this Agreement, except for a verified change in your enrollment or full-time status, and you will be required to pay the Housing Cancellation Fee (currently, \$400 for cancellations occurring during the fall term and \$200 for cancellations occurring during the spring term.)

You understand that you are solely responsible for notifying Housing Services if you are not returning to the University or if you need to cancel this agreement for any reason. If you are not permitted to cancel this Agreement, you understand that you are liable and responsible for the payment of your assigned room charges for both the fall and spring terms.

### **ROOM CHARGES:**

Unless otherwise specified, this Agreement covers both the fall and spring terms specified above. Do not send payment with this Agreement. By signing this Agreement, you agree to pay the housing rate as published by Housing Services for the type of accommodation to which you are assigned. Rates are posted on the Housing Services website.

### **ROOM ASSIGNMENTS/LEAD BASED PAINT DISCLOSURE:**

Housing Services has the sole right to make room assignments in campus housing, determine the occupancy of any room, fill any vacancies, consolidate room assignments and approve room changes. Housing Services may change a student's room assignment at any time if the University feels it is in its own best interest or in the best interest of the student. A person who has not been assigned a room by Housing Services is not permitted to reside in campus housing.

The University does not have any report or records pertaining to lead-based paint hazards in campus housing. Information on lead-based paint can be reviewed online at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

### **RULES AND REGULATIONS; AGREEMENT:**

You agree to abide by all rules and regulations established by Housing Services, the Division of Student Affairs, and the individual living units relating to your assigned accommodation. Copies of "The Word," the University's undergraduate student handbook, and all housing policies are available through the University's website and in hard copy upon request. This Agreement goes into effect when your signed Agreement is received by Housing Services.

By affixing your electronic or written signature to this Agreement, you acknowledge and agree that you have read and understand the terms and conditions specified in this Agreement (including the terms and conditions specified on page two) and agree to them, with the intent to be legally bound, and certify that you are 18 years of age or older.

Student Signature

Date

Parent/Guardian (if student is under 18)

Date

## TERMS AND CONDITIONS

- 1. GENERAL:** The University grants to the Student the personal right, license and privilege to occupy and use an assigned accommodation in University housing together with at least a bed, desk, dresser and chair situated therein on the date the Student takes possession of the accommodation, subject to the terms and conditions set forth in this Agreement (including those terms and conditions specified on page one of this Agreement).
- 2. IMMUNIZATION STANDARDS:** The University requires all students entering the University to show proof of immunization. A failure to meet immunization requirements may prevent the Student from checking in and/or being asked to vacate housing.
- 3. CANCELLATION OF AGREEMENT:** An upper-class student participating in the Room Selection process may cancel the student's housing license agreement on or before 12 p.m. on April 3, 2020 by completing the online cancellation form located at <http://www.cmu.edu/housing/roomselection/>. Otherwise, this Agreement may not be cancelled by the Student except for the reasons outlined below. Students are responsible for notifying Housing Services of their intent to cancel. Any permitted cancellation is not effective until the Student has returned their key to Housing Services and completed a Housing Cancellation Request form. Students moving from campus housing as a result of permitted cancellations must pay the applicable prorated charges for the period of occupancy prior to moving, and must move from the accommodation within 72 hours following notice of cancellation/termination by the Director of Housing Services or their designee. Students must also pay the Housing Cancellation Fee.  
*Change in Enrollment Status:* A Student who has a verified change in enrollment status (leave of absence, withdrawal from the university, academic or financial suspension or dismissal, study abroad, or any non-enrolled status) may cancel their Agreement, but must contact Housing Services about their cancellation within 48 hours of the change in enrollment status.  
*Change in Full-time Status:* Housing is provided to students with full-time status. A student who is changing from full-time to part-time status must contact Housing Services for review of the student's housing assignment within 48 hours of the change in status. Students may submit a request for a cancellation exception for their Agreement within that same time frame.  
*Study Abroad:* A student who is participating in a verified University-sponsored study abroad or co-op program may request an exception to cancel this Agreement through the Director of Housing Services or their designee.
- 4. HOUSING CANCELLATION FEE:** Students who are permitted to cancel this Agreement are required to pay to the University the Housing Cancellation Fee. The Housing Cancellation Fee is \$400 for any student cancelling prior to the commencement of or during the fall term, and \$200 for any student cancelling prior to the commencement of or during the spring term. Students agree to pay this fee at the time it is billed, even if at the end of a term. Pre-payment is not required as the fee is billed to the Student's student account at the time of cancellation. The cancellation of this Agreement prior to the Housing Cancellation Fee being billed to the Student does not relieve the Student from the obligation to pay the fee once it has been billed to the Student's account.
- 5. CONSOLIDATION:** After the Room Selection process for returning students has concluded, Housing Services will consolidate students without roommates or whose roommates cancel their reservations with other students in the same situation. Whenever possible, students will be consolidated within their assigned building and specific room type and efforts will be made to provide the Student with as much advance notice as possible under the circumstances if he/she will need to move on account of consolidation. If necessary, consolidation will be determined by class standing and room selection number. The consolidation process will continue until wait list and first year housing needs are successfully addressed. The University will also exercise its right to consolidate students who share similar habits and activities (e.g., smoking) if no compatible roommates exist on waiting lists.
- 6. EARLY ARRIVALS AND EXTENDED STAYS:** Occupancy in an assigned space is for the dates specified in the Agreement. Students participating in University-sponsored events (Orientation, Athletics, Student Employment, etc.) may be approved to arrive early or depart late. These requests are submitted in writing by the sponsoring department of the event and approved by Housing Services. Students without approval to arrive early or stay past the residence hall close dates may be assessed a fee of up to \$100 USD per night through the student's student account.
- 7. QUIET LIVING AREAS:** Designated University-operated apartments in the Oakland Community and other designated residence hall buildings or floors are expressly quiet living areas. The Student agrees to abide by a 24-hour quiet hour policy in these designated quiet living areas and agrees to be responsible for ensuring that the noise generated within their apartment or residence hall room is not audible at a distance of ten feet from their apartment or room.
- 8. SMOKE-FREE LIVING POLICY:** By policy, the residential areas within the campus housing system are smoke-free living environments. The smoking of tobacco or any other substance in residential areas by the residents or their guests is prohibited. Residents are responsible for ensuring that any violation of this policy is reported to the proper University authorities.
- 9. VACANCIES:** The University has the right to assign an occupant to any vacant space in campus housing. When vacancies occur during the term of this Agreement in a multiple-occupant accommodation, at the discretion of Housing Services and based on availability and demand, the Student may request to be given the option to pay for the vacancy and reduce the occupancy of the room. During the period of reduced occupancy, the room furnishings must remain in place and become the responsibility of the remaining occupant(s).
- 10. KEYS:** All keys issued to the Student by Housing Services are the property of the University and cannot be exchanged with or given to another person. If the Student departs prior to the end of the term of this Agreement, the Student must return all keys, including Student ID card access, to Housing Services within 24 hours of vacating their assigned space or a fee (as published by Housing Services) will be assessed to cover costs of a lock change and key replacements. Students may not duplicate residential keys under any circumstances. Students are charged for lock-outs at rates as published on the Housing Services website.
- 11. HOUSEKEEPING:** The University will provide daily bathroom cleaning for all communal bathroom facilities and public areas of the residence halls. The University will also provide weekly bathroom cleaning for some semi-private bathrooms. Students residing in apartments or accommodations with private bathrooms are responsible for cleaning their own bathrooms. (See Housing Services website for details.)
- 12. COOKING:** The University provides working kitchens in all apartments and house accommodations. Public kitchen facilities are provided in select residence halls. In all other areas, cooking is only permitted with a University-approved MicroFridge or similar microwave unit.
- 13. SPECIAL NEED:** Medical or special need to alter this Agreement will be evaluated by a Student Health Services professional staff. To begin this process, visit <https://www.cmu.edu/health-services/for-parents/index.html>
- 14. AIR CONDITIONERS:** Only a student with documented medical necessity, approved by the University's medical accommodation process, will be authorized to have an air conditioner in their room. Students with medical accommodations on file will be placed in an air-conditioned room. Accommodations received mid-year will be prioritized for a room change to an air-conditioned space. Any necessary window units must be provided, installed, and removed by Housing Services' personnel. Refer to the Accommodations Policy: <https://www.cmu.edu/housing/resident-services/special-accommodations.html>.
- 15. TELEPHONES:** The University provides community telephones in certain designated areas within the residential community.
- 16. PROHIBITED USES AND ACTIVITIES:** None of the following are permitted in student accommodations: water beds, refrigerators larger than 4.3 cubic feet, unauthorized air conditioners, unauthorized home-constructed loft units, unauthorized animals, exterior radio/television aerials, controlled substances, ammunition or other explosives, firearms or other weapons, and highly combustible substances. Additionally, the operation of any business venture within the accommodation is expressly prohibited. Students interested in seeking exceptions to this policy may contact Housing Services.
- 17. UNIVERSITY RIGHT OF ENTRY:** The University reserves the right for authorized representatives of the University to enter an accommodation at any time to plan or perform maintenance, whenever a clear and present danger exists or whenever the University's policies, rules or regulations requires or authorizes such entrance. Such entrance may occur unannounced and/or without notice.
- 18. FURNITURE:** University provided furniture, window screens, and other University furnishings are not to be removed from their assigned locations. Non-University furnishings must be removed from the accommodation at the earlier of the close of the Spring Term or when the Student leaves the University or campus housing. The University will not be responsible for furniture or other personal property left in an accommodation (see PERSONAL PROPERTY below).
- 19. RESIDENCE HALL DAMAGE:** The Student is responsible for all damage in the assigned Residence Hall or loss of furniture or equipment therein caused directly or indirectly by the Student's negligent or intentional acts or omissions and will be charged for the cost of any resulting repairs and/or replacements and/or custodial services not normally provided. The Student is also responsible for leaving the assigned area in reasonably clean condition (broom swept with no articles of any kind left remaining in the accommodation) at the conclusion of occupancy. The University reserves the right to charge the Student a fee for custodial services not normally provided in the event that the assigned area is not left in a reasonably clean condition, free of articles. Further, unless responsible individual(s) are held accountable, each Student in the Residence Hall is jointly responsible for and will be charged a prorated share of the cost of any loss or damage from any cause to the public and semi-public areas of their Residence Hall (excluding ordinary wear and tear).
- 20. PERSONAL PROPERTY:** The Student is responsible and liable for, and shall hold the University harmless from, any and all injury and damage to persons or property caused, directly or indirectly, by the Student's negligent or intentional acts or omissions (including injury or damage caused by Student's defective property). The Student is responsible and liable for insuring the Student's own personal property, including for losses due to fire, smoke, water and theft. The University is not responsible or liable for any loss or damage to the Student's personal property and does not provide any property or liability insurance coverage for Student's benefit. The University reserves the right to store at no liability for a limited period of time (for a period not to exceed 30 days), discard or donate personal property or any other belongings remaining in an accommodation after the accommodation has been assigned to another student or has not been vacated by a prescribed time. The University reserves the right to charge the Student a fee for any storage of personal property or other belongings provided by it.
- 21. RULES AND REGULATIONS:** The Student must comply with the rules and regulations of the Residence Hall in which he/she resides and the University, which are now or hereafter in effect. These rules and regulations are specifically made part of this Agreement by reference. The right, license and privilege granted in this Agreement is subject to such additional rules and regulations governing the conduct of occupants of specific Residence Hall areas which are promulgated by the University and/or University-recognized student government groups. Violation of such rules and regulations or the terms of this Agreement may result in whatever disciplinary and punitive action the University believes is reasonable and warranted, including immediate cancellation of this Agreement and removal of the Student from campus housing.
- 22. ELECTRONIC SIGNATURE:** The Student's submission of and signature to this Agreement takes place on-line and involves an electronic signature via authentication using University WEB Initial Sign-on protocol. The electronic signature serves as the Student's official signature to this Agreement and is kept on file by the Department of Housing Services.
- 23. STATEMENT OF ASSURANCE:** The University does not discriminate in admission, employment, or administration of its programs or activities on the basis of race, color, national origin, sex, handicap or disability, age, sexual orientation, gender identity, religion, creed, ancestry, belief, veteran status, or genetic information. Furthermore, the University does not discriminate and is required not to discriminate in violation of federal, state, or local laws or executive orders.

For more information, please refer to "Policies" section of the Housing Services website (<https://www.cmu.edu/housing/our-communities/policies.html>)