

HOUSING LICENSE AGREEMENT

STUDENT INFORMATION (Please print)

Name (Last, First)	Andrew ID	Gender
Permanent Address (incl. city, state, zip and country)		Contact Phone Number and Email Address

DATES OF OCCUPANCY: FALL TERM 8/24/2022 - 12/20/2022 and SPRING TERM 1/13/2023 - 5/10/2023

(Dates subject to change based on approved official academic calendar; you will notified in the event of a date change.)

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 Students. 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 room 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 for University Housing process** (rather than the Greek Room Selection for University Housing in a Greek Chapter Facility process), you understand that if you decide to cancel this Agreement on or before 12 p.m. on April 1, 2022, you may do so by completing the online cancellation form located in the Housing Portal, 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 12 p.m. on April 1, 2022, 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 12 p.m. on April 1, 2022, 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 if permitted to cancel you will be required to pay 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.) This paragraph does not apply if you are participating in the Greek Room Selection for University Housing in a Greek Chapter Facility process.

If you are participating in the **Greek Room Selection for University Housing in a Greek Chapter Facility process** (rather than the Room Section for University Housing process), you understand that if you decide to cancel this Agreement on or before 12 p.m. on February 4, 2022, you may do so by completing the online cancellation form located in the Housing Portal, and you will receive a full refund of all related Greek housing charges and will not be required to pay the Housing Cancellation Fee. You understand that after 12 p.m. on February 4, 2022, 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 for Greek Housing after 12 p.m. on February 4, 2022, 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 if permitted to cancel, you will be required to pay 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.) If you subsequently disaffiliate or resign from your Greek organization/chapter, or your membership with the Greek chapter/organization is otherwise subsequently terminated, this Agreement will not be cancelled. Instead, you will be assigned or reassigned to an accommodation in campus housing through the Room Selection for University Housing process. This paragraph does not apply if you are participating in the Room Section for University Housing Process.

Regardless of whether you are participating in the Room Selection for University Housing process or the Greek Room Selection for University Housing in a Greek Chapter Facility process, 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 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.

RULES AND REGULATIONS; AGREEMENT:

You agree to abide by all of the policies, 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
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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>.

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).
- 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 **Greek Room Selection** process may cancel the student's housing license agreement **on or before 12 p.m. on February 4, 2022** and 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 1, 2022**, in each case 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 completely vacated their space of all belongings, returned their key to Housing Services (if applicable), and completed a Housing Cancellation Request form. Students moving from campus housing as a result of permitted cancellations must pay the applicable prorated room 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. *Cancellation by University:* The University reserves the right to cancel the student's housing license agreement (including for one or both terms) and a student's room assignment in the event of force majeure. In the event of a University contract cancellation for this reason, the student is liable for the applicable prorated room charges for the period of occupancy prior to moving and must move from the accommodation within 72 hours following notice of cancellation by the Director of Housing Services or their designee. *Disaffiliation with Greek Organization/Chapter:* A student who is participating in the Greek Room Selection process or has been assigned an accommodation in a Greek Chapter Facility and subsequently disaffiliates or resigns from the student's Greek organization/chapter, or whose membership with the student's Greek chapter/organization is otherwise subsequently terminated, will be required to move out of the Greek Chapter Facility and the student will be assigned or reassigned to an accommodation in campus housing through the Room Selection for University Housing process (and, this Agreement will not be cancelled in such event).
- 4. HOUSING CANCELLATION FEE:** Students who are permitted to cancel this Agreement at the student's request 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 Students' 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 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 University policy, the smoking of tobacco products (or any other substance, such as e-cigarettes) is prohibited in University buildings, including campus housing. 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. Students residing in semi-suite style rooms, suites, apartments, or other 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 accommodations, or the need to alter this Agreement for medical or disability reasons will be evaluated by Disability Resources professional staff. To begin this process, visit <https://www.cmu.edu/disability-resources/students/service-requests.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. **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.
16. **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, in an emergency or whenever the University's policies, rules or regulations requires or authorizes such entrance. Such entrance may occur unannounced and/or without notice.
17. **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).
18. **RESIDENCE HALL AND ROOM DAMAGE; RENTERS INSURANCE:** The Student is responsible for all damage in the assigned area and/or Residence Hall or loss of furniture or equipment therein caused directly or indirectly by the Student's negligent or intentional acts or omissions (including injury or damage cause by the Student's defective property) 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). Student residents should consider purchasing renters insurance for college students to assist the Student in paying for any associated charges for any renters insurance insured losses or damages to property caused by the Student's acts or omissions.
19. **PERSONAL PROPERTY; RENTERS INSURANCE:** 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 the Student's defective property). The Student is responsible and liable for insuring the Student's own personal property, including for losses or damages 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. Student residents should consider purchasing renters insurance for college students to assist the Student in paying for the repair or replacement of any of the Student's renters insurance insured belongings if they are lost or damaged. 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.
20. **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.
21. **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.
22. **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.
23. **STUDENTS LIVING IN A GREEK CHAPTER FACILITY:** A Greek Chapter Facility is a University residential housing facility whose management and operation are specified in the relevant written Greek Housing Memorandum of Understanding between the University and the fraternity/sorority chapter for the relevant Chapter Facility (the "MOU") Students participating in the Greek Room Selection process and who are subsequently assigned an accommodation in a Chapter Facility are responsible for adhering to the terms and conditions of the MOU for that facility as a condition to occupancy and/or continued occupancy of that Chapter Facility, including its conditions for students residing in the Chapter Facility. The terms and conditions of this Agreement are varied to the extent specified in or required by the MOU. For more information, please refer to "Policies" section of the Housing Services Website and the MOU for the Chapter Facility to which you are assigned or requesting to be assigned an accommodation (room).n.

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