



University of Holy Cross

Department of Campus Housing and Residential Life

Campus Housing Contract

1. Acceptance of Contract – Please read this entire document Carefully

- a.** This housing contract is a legally binding document governing the University of Holy Cross Residence Hall that details a set of conditions between you (the “Resident”) and the University of Holy Cross (the “University” or “Campus Housing”). This housing contract may only be terminated under the conditions specified herein. This contract is binding for the above stated dates and may only be adjusted by the Director of Campus Housing and Residence Life or a member of the Presidential Cabinet. Residents and their parents or legal guardians are urged to read carefully the terms and conditions of this housing contract. If the Resident is under 18 years of age, a parent or legal guardian must also sign this housing contract, acknowledging that you, the Resident, is entering into a legally binding contract.
- b.** Acceptance of this contract by the University does not constitute a commitment of admission to the University. All Residents must adhere to the posted admissions requirements of the University of Holy Cross Office of Admissions.

2. Contract Period and Eligibility

- a.** The Resident must be enrolled and registered for classes at the University of Holy Cross for the period(s) covered by the housing contract. Dropping below full-time status will not terminate this contract. If space is available, the University, at its sole discretion, may allow below full-time University students to sign a housing contract.
- b.** The Resident must be at least 17 years of age to reside in the University of Holy Cross’ Residence Hall.

- c. Moving out of the assigned space within the Residence Hall before the end of the contract is a violation of this contract. The Resident agrees to pay all charges and penalties associated with early termination of this contract.
- d. Housing Contracts are not considered “valid” or “accepted” until the submission of a housing application and the payment of a \$200, non-refundable, application fee has been submitted.
 - i. Returning Residents who have not missed more than one major semester (Fall & Spring) of residency do not have to submit the \$200 application fee.

3. Housing Priority

- a. New Students – Priority will be given in the following order:
 - i. Returning Residents
 - ii. Student Residents outside of a 50-mile radius of the University
 - iii. Freshman Residents
 - iv. Upper-Classman Residents
 - v. Master’s Degree Residents
 - vi. Doctoral Degree Residents
 - vii. Non-Matriculating Students
 - viii. External Residents (External Residency is addressed in Section 4)
- b. Housing priority only pertains to individuals who have submitted both a housing application and payment of a \$200, non-refundable, application fee. Individuals who have not completed both of the above requirements **WILL NOT** be considered for housing and **WILL NOT** be held in priority.

4. Assignments

- a. The University’s acceptance of this contract does not guarantee the Resident’s preferred room assignment. The Resident acknowledges that any preference indicated, whether through the application process or through communications with the Department of Campus Housing and Residence Life, are preferences only and will not be guaranteed. Entering into this contract legally obligates the Resident to make the assigned payment(s) to the University for the assigned space, regardless of any preferences being fulfilled by the Department of Campus Housing and Residence Life. Failure of the University to honor Resident preferences will not void this contract.

- b. The University of Holy Cross encourages diversity and inclusion across all operations and interactions on campus. The University does not make or alter housing assignments with regard to race, religion, color, national origin, sex, age, gender identity, sexual orientation, veteran status, or physical or mental disability.
- c. Preferences and priority in the housing assignment process is given based on the date of total completion of a housing application (Housing Application, Housing Fee Payment, and Signing of a Housing Contract). **NOTE: Completion of these steps does not guarantee room preference or residency.**
- d. This contract is an agreement between the University and the Resident and may not be assigned or transferred to another person. The space may not be sublet. The Resident agrees not to allow any persons other than the assigned roommate(s) to reside in the assigned space. Violation of this restriction may result in fines and/or eviction from the assigned space, and/or expulsion from the University.
- e. The University of Holy Cross reserves the right to host non-student, external residents. External Residents are allowed through University and Police background checks and are required to pay housing fees in addition to their residency.

5. Period of Occupancy

- a. **Beginning of Occupancy:** The Resident is authorized to occupy the assigned space beginning on the date and time designated by the Department of Campus Housing and Residence Life and this contract. Any Resident moving into a residence hall before the date and time designated by Campus Housing must have approval from the Director of Campus Housing and Residence Life or designee and will be charged a daily rate in addition to standard housing fees.
- b. **Failure to Occupy:** The Resident's failure to occupy the assigned space each semester by close-of-business on the first day of classes entitles the University to re-assign the Resident to another space. If the Department of Campus Housing and Residence Life receives written notification that the Resident's arrival will be delayed, the University, within reason, will hold the original assignment for the Resident. Failure to occupy an assigned space does not constitute a release from the housing contract.
- c. **End of Occupancy:** End of occupancy is applicable when either a) the Resident has completed all contractual obligations, or b) the Resident is removed for disciplinary or

administrative reasons (eviction, violation of University policies, etc.) or c) the Resident has fully withdrawn from the University. End of occupancy requires proper check-out procedures.

6. Room Changes

- a. **Empty Bed Space:** In cases where one occupant moves from the assigned space, the Resident(s) who remain in the assigned space agree to exercise one of the following choices by the Department of Campus Housing and Residence Life and in accordance with privatization guidelines and room change availability:
 - i. Request assignment to another room or request a specific roommate move into the unoccupied space
 - ii. Demonstrate willingness to accept a new roommate at any time as directed by the Director of Campus Housing and Residence Life. This means leaving the vacant bedroom(s) in appropriate condition to accept another roommate during the contract period. The resident does not have the option to reject a roommate assignment. Any behaviors deemed inappropriate by the Director of Campus Housing and Residence Life during this process may result in disciplinary action or financial obligation of privatizing the space.
 - iii. **Privatization of Rooms:** At any time of vacancy, Residents may request to privatize the room for the remainder of the academic year. If approved, the Resident will have to pay the pro-rated balance associated with the additional space. Requests are granted by the Director of Campus Housing and Residence Life.
- b. **Right of the University to Consolidate:** The University of Holy Cross and the Department of Campus Housing and Residential Life reserve the right to, at any time, reassign, possibly without notice, room spaces in order to consolidate vacant space and increase occupancy.
- c. **Right of the University to Relocate Residents:** The University of Holy Cross and the Department of Campus Housing and Residential Life reserve the right to relocate residents from one space to another when it is determined, in the University of Department's sole discretion, that the move is in the Resident's best interest or that of other Residential Life community members, or when maintenance is required in the

assigned space, including renovations. If the Resident is relocated, they must complete the relocation within 48 hours of notice.

- i. If a Resident is determined to not be residing in their assigned space, the University of Holy Cross and Department of Campus Housing and Residence Life reserve the right to relocate the Resident. The Resident will be notified of the relocation and charged a relocation fee and reminded of their contractual obligations.

d. Room Changes:

- i. Residents may request room changes at an additional charge. All request must be made in writing to the Director of Campus Housing and Residence Life. It is at the sole discretion of the Director to approve or deny, within reason, room change request. Residents who change rooms without approval will be subjected to daily charges from the day in which the room change took place, not the day staff was notified.

7. Housing Fees

- a. This contract legally binds the Resident to pay all applicable housing fees for the Contract Period as set forth in University policies. Housing fees are billed per semester prior to the start of each semester and must be paid prior to move-in date.
 - i. Residents may opt to set up a payment plan through the Bursar's Office. Proof of either full payment or payment plan enrollment will be required upon move-in
- b. If a Resident opts to complete a room change from a less expensive room to a more expensive room, the Resident will be required to pay the difference in housing fees. If a Resident completes a room change from a more expensive room to a less expensive room, the housing fee difference will be credited on the next semester's bill only if approved by the Director of Campus Housing and Residential Life and a member of the President's Cabinet. Housing fee will be computed on a pro-rated basis unless the move is completed before the start of classes.
- c. Residents are not required, but are highly encouraged, to purchase a Meal Plan with their Housing Fees. Bayou Bucks may be purchased separately through the Bursar's Office.

8. Cancellation

- a. Cancellation Prior to the Start of a Semester:** Cancellations must be submitted by the Resident in writing to the Department of Campus Housing and Residence Life by the appropriate cancellation date. Notice of withdrawal from the university must be made in writing directly to the Department of Campus Housing and Residence Life. **Notices made to the Registrar's Office, Admissions Office, or other University offices do not constitute official notice to the Department of Campus Housing and Residence Life.** The cancellation deadline for residents entering the Fall is July 1st. The deadline for residents entering the Spring is November 1st. The housing contract will remain legally binding after the cancellation period has passed and the Resident, if enrolled at the University, will be financially responsible for housing fees for the full length of the contract.
- b. Allowable Cancellation After Cancellation Date OR Start of the Semester:** This contract may be cancelled after the posted cancellation date or start of the semester without forfeiture of housing fees only for the following reasons: graduation, withdrawal, active military duty, fulfillment of academic programs requiring a student to move out of the area (i.e., studying abroad, etc.) or circumstances determined by the University to be beyond the Resident's control. Contract cancellations must be requested in writing to the Director of Campus Housing and Residence Life and are considered effective and complete upon the completion of proper move-out procedures. Documentation will be required to show cause for cancellation. The Department of Campus Housing and Residence Life does not release residents from contractual obligation due to dropped class-load or pre-existing medical conditions.
- c. Non-Allowable Cancellation (Housing Appeals):** In extenuating circumstance whereas a student fails to cancel the housing contract by the published deadline or has not fulfilled the residency requirement, the Department of Campus Housing and Residence Life offers a housing appeals process by which the Resident may request to have their housing contract cancelled or residency requirement waived. Extenuating circumstances, such as sudden, unusual, and unforeseeable conditions including but not limited to a severe medical condition or extreme financial hardship may be subject to partial or prorated housing fees for the length of the contract. The Housing Appeals Review Committee is a

University committee reporting to the Presidential Cabinet. The Housing Appeals Review Committee's decisions are final. Housing appeals are accepted on a semester basis.

- d. Withdrawal or Graduation from the University:** Once a Resident fully withdraws or graduates, they are no longer eligible for student housing. The Resident must complete all proper checkout procedures. The Resident will have 48 hours to complete this procedure upon notice. Notification to the Department of Campus Housing and Residence Life does not constitute proper checkout and the student will continued to be charged additional fees related to improper checkout.
- e. Suspension or Dismissal and Right of the University to Cancel:** If the Resident is not permitted to register or enroll at the University due to suspension or dismissal, the Resident must complete proper move-out and check-out procedures. The Resident will be responsible for arranging an official check out of the assigned space prior to the new Academic semester to avoid housing fees or additional charges for improper check-out. If the Resident is suspended, expelled, or otherwise removed from the University or Campus Housing for disciplinary reasons, the University will terminate the contract. In such cases, the Resident will be required to vacate the room or apartment within 48 hours after notification of such action by the University or sooner if, in the opinion of the Director of Campus Housing and Residence Life or designee, there is a threat to the welfare of persons or property. When the Director of Campus Housing and Residence Life or designee believes that the continued presence of the Resident living in Campus Housing poses a continuing danger to persons or property, is a direct threat to persons or property, or is significantly disruptive to the normal operations of the residence halls or apartments, the Resident may be removed from Campus Housing pending the outcome of the student conduct process and/or administrative contract review. The Resident will be responsible for housing fees for the entire contract period.
 - i. Academic Dismissal:** If a student is academically dismissed from the University, the space which they were assigned will be released. If an appeal is granted and the student is reinstated, the student will be placed into the next available Residence Hall space, which may or may not be the original assignment.
 - ii. Conduct Dismissal:** Students removed from the Residence Hall via the University conduct review process will not receive a refund for the cost associated

with room and board and will remain responsible paying the balance owed. In these circumstances, the University meal plan is also cancelled without refund.

- iii. Withdrawal or Leave of Absence:** If a student withdraws or takes a leave of absence via the established University procedure, room and board charges may be prorated, if approved, based on the dates published by the Bursar's Office. The date of withdrawal is the official Residence Hall checkout date or the completion of the Withdrawal or Leave of Absence Form with the Registrar's Office, whichever is later.

- f. Official Checkout:** Official checkout from the assigned space consists of:

- Signing the Room Condition Report (RCR)

- Completing a Request to Vacate Form (if applicable)

- Removing of all personal belongings

- Cleaning of the assigned space(s)

- Meeting with Director of Campus Housing and Residence Life or designee

Failure to follow the proper checkout procedures will constitute a forfeiture of housing fees and additional fees associated with the checkout procedure.

- i. Holiday Breaks:**

1. Residents are required to move-out during posted University Holidays or Breaks. Residents must complete a Holiday Checkout Form before leaving for the break. They will not be allowed back into the hall until the University re-opens following the break. Residents may request to stay during University Breaks, for an additional fee, in writing to the Director of Campus Housing and Residence Life. Please note that Residents who are approved to stay during breaks may not have full access to regular amenities.
2. Student Residents do have the option to remain on-campus during Winter Break closure. Winter Break begins immediately following Fall Grades Due Deadline and continues through to the Monday before the first day of Spring classes. The flat rate fee is \$750 to remain on campus during Winter Break closure. Please note that any resident electing to stay will

not have access to normal amenities (RAs, Security, Maintenance, etc.) and any request made will be handled as soon as possible.

9. Correspondence and Notification

- a. The Department of Campus Housing and Residence Life will send out notices/correspondences regarding important dates and deadlines, upcoming events, housing processes, fees, and notice of required action to the Resident's UHC email account. It is the responsibility of the Resident to check his or her UHC email for such notices. The Department of Campus Housing and Residence Life and the University are not responsible for the Resident's failure to read notices/correspondence.

10. Terms of Occupancy

- a. **Personal Property:** THE RESIDENT ASSUMES ALL RESPONSIBILITY FOR PERSONAL PROPERTY AND IS STRONGLY ENCOURAGED TO PROVIDE HIS OR HER OWN PERSONAL PROPERTY LOSS INSURANCE/RENTERS INSURANCE. The University does not assume any legal obligation for the Resident's personal property that may be lost or damaged in its buildings or on its grounds. "Abandonment," as used in the contract, means that (1) the Resident appears to have moved out, in the University's reasonable judgment, because of substantial removal of clothes, furniture, or personal belongings from the housing unit and/or (2) the date by which the contract obligates the Resident to leave such room has passed. If there has been an abandonment of the assigned space, the University will remove and/or store all property remaining in the room or common area at the Resident's expense. The University shall not be held responsible for any missing or damaged items left by the Resident. The University reserves the right throw away perishable items (food, medicine, plants, etc.) or items deemed worthless. All other property removed and stored by the University shall, after 30 days, become the property of the University to be either used or disposed of in accordance with policies and procedures. The University will charge the External Resident a fee for packing and storage of items.
- b. **Responsibility for Room:** It is the responsibility of the Resident to complete a Room Condition Report (RCR) within 24 hours of occupying the assigned space to report any damage to the assigned space. Failure to complete the RCR within the time specified will constitute conclusive proof of acceptance by the Resident of the room, its furnishings,

and fixtures as being in the condition noted by The Department of Campus Housing and Residence Life staff. During the period of occupancy covered by the housing contract, the Resident is responsible for the condition of the assigned space and shall reimburse the University for damages to the space, whether the damage was a result of committing an act, or failure to act to prevent the damage. The Resident is also responsible for loss of fixtures, furnishings, or properties, including full cost of replacement, furnished under the contract. No alterations are to be made to the furniture provided by the University. Every piece of furniture in the assigned space at the time the Resident moves in must stay in the space for the duration of residency. The Resident may not move, trade, or store furnishings from the assigned space.

- c. Condition of Space:** The Resident is responsible for maintaining the cleanliness of the assigned space. Charges may be assessed to the Resident for damage to, unauthorized use of, or alterations to rooms, furnishings, appliances, equipment, locks, or buildings, and for special cleaning necessitated by improper care of rooms, furnishings, appliances, or equipment whether within the Resident's assigned space or on the floor or in the area of the residence hall wherein the Resident's assigned space is located. The Resident acknowledges and understands that (a) the assigned space is located in a climate with temperatures, humidity, and other naturally occurring conditions that normally allow the growth of mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, the Resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, the Resident agrees to:
- i. Maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
 - ii. Remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces promptly.
 - iii. Take other measures as may be necessary to prevent mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks or mildew-like growth).
 - iv. The Resident has the responsibility to immediately report any maintenance issues in their assigned space or communal area.
- d. Responsibility for Communal Property:** Communal property includes but is not limited to hallways, bathrooms, stairwells, elevators, lounges, living rooms, laundry rooms, kitchen utensils and kitchens. In areas where the University has determined that there is

undue abuse of University property and the responsible individual(s) cannot be identified, all residents will be held responsible for either paying a share of the cost of repairing such damages/restoring the communal space to its original condition or for completing communal community service hours. The University reserves the right to enter communal spaces including but not limited to kitchens, laundry rooms and living rooms for cleaning and maintenance purposes and to determine the use of all lounges, common, and public areas in the residence hall.

- e. **Services Provided:** Housing fees include all utilities and internet service. Basic cable services in individual rooms must be paid by the Resident. Laundry facilities are provided by the University of Holy Cross at set charge per load.
- f. **Keys and Access Cards:** The Resident agrees not to loan and/or duplicate keys (if applicable) and/or access cards. All lost/stolen keys or access cards must be reported immediately. Keys must be returned and access cards will be deactivated when occupancy ends. If a key is not returned, the lock will be changed immediately during business hours and a fee of \$50 will be assessed to the Resident. Once the lock has been changed, the fee becomes non-refundable even if the key is located and returned to Campus Housing.
- g. **Fire Safety:** Evacuation of University buildings is mandatory when a fire alarm sounds. The sounding of false alarms and tampering with firefighting or safety equipment including extinguishers, hoses, smoke detectors, exit signs, or pull boxes is prohibited. Those suspected of such offenses are subject to criminal prosecution, eviction from Campus Housing, and/or fines from the University.
- h. **Firearms, Explosives, Fireworks, Flammables:** The possession or use of firearms, ammunition, explosives, etc. is **PROHIBITED** under Louisiana RS 14:14:95. Any Resident found to be in possession of these items will be reported to Campus Police and will forfeit housing immediately and will still be held responsible for costs.
- i. **Alcohol and Controlled Substances:** The University of Holy Cross is in compliance with local, state, and national laws regarding alcohol. No External Resident under the age of 21 will be allowed to purchase, consume, store, exchange or possess alcohol on campus. Residents over the age of 21 will not be allowed to purchase, sell, exchange, etc.

to or for individuals under the age of 21. The university remains in compliance with Louisiana RS 14:93.

- j. Inspections:** The University reserves the right to enter living spaces for inspection of facilities or to assess health, safety, readiness for occupancy, maintenance, and/or damages to space or equipment.
- k. Incident Reports:** An incident report constitutes administrative written notice concerning a violation of the housing contract and/or the Department of Campus Housing and Residence Life policies. These reports are issued by Resident Assistants or other Department of Campus Housing and Residence Life staff. Violations of housing policies may be handled administratively.

11. Beyond University Control

- a. Natural Disasters:** In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, the University reserves the right to maintain the safety of the premises by any means, included but not limited to temporarily or permanently removing the Resident from on-campus housing.
- b. Termination of Contract During Emergencies:** If all or part of the on-campus residence hall or apartment premises is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice.

12. Release; Indemnification; Hold Harmless

- a.** The University of Holy Cross does not assume responsibility for any personal residential property. It is strongly recommended that Residents obtain renter's insurance for any personal property located or stored in the Residence Hall or on University grounds. The University of Holy Cross is not responsible for damage, destruction or loss resulting from theft, fire, smoke, weather, water damage, or any other hazard or casualty. The Resident, by signing of this contract, releases the University, its agents, employees, or representatives from any and all liability or injury to the Resident, guests, or anyone on said premises. This release shall be applicable to the entire University campus, including

educational buildings, cafe's, residence halls, recreational areas, parking lots, office spaces, or any other common areas, but not limited to those of the same.

- b. Regardless of whether the Resident secures such insurance, the University of Holy Cross shall assume no responsibility, and the Resident or other party to this contract shall, to the maximum extent of the law, release, indemnify, hold harmless and forever discharge the University and its agents and employees, for any and all liability, claims, demands, action and causes of action whatsoever arising out of or in any way related to loss, theft, property damage or personal injury, including death, whether such losses occur in the Resident's room, the common area, or elsewhere in or around the University premise.

13. Responsibility of the University of Holy Cross

- a. The University of Holy Cross agrees to exercise reasonable care to safeguard the health, safety, and property of the Resident and will make a good faith effort to repair reported defects in residential facilities. The University shall not be liable for failure of water supply, electrical current, or heating/cooling systems; presence of insects or vermin; or the loss, damage, or injury to a resident or his or her guest or the property of the Resident or guest. In the vent of utility or facility disruptions, housing fees and related charges will not be reimbursed.
- b. The University of Holy Cross only provides liability for damages or injuries caused by negligence on the part of the University or its employees while working within the scope of their employment. The UNIVERSITY OF HOLY CROSS IS NOT LIABLE FOR DAMAGE OR LOSS OF PERSONAL PROPERTY. STUDENTS ARE STRONGLY RECOMMENDED TO SECURE THEIR OWN PERSONAL PROPERTY LOSS INSURANCE.

14. Miscellaneous

- a. **Entire Agreement:** All University rules, regulations, policies, and procedures (including those found in the Student Handbook, the Residence Hall Handbook, and on the Department of Campus Housing and Residence Life website) are incorporated herein and are part of this contract. No modification of this contract will be binding unless reduced

to writing and signed by the Resident, Director of Campus Housing and Residence Life, and a member of the President's Cabinet.

- b. Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.
- c. Dispute Resolution:** Any disputes arising under this contract shall be first addressed to the Director of Campus Housing and Residence Life. Any appeals to decisions there from shall be resolved through the Campus Housing Review Committee. These procedures shall be followed prior to the Resident instituting any other legal action.
- d. Severability:** The invalidity of one or more provisions in this contract shall not affect the validity of any other provision hereof, and the contract shall be construed and enforced as if such invalid provision(s) had not been included.

By signing this contract, I am committing to residing in the Residence Hall at the University of Holy Cross for the above stated terms. This includes paying all associated housing fees, both present and future, as well as agreeing to abide by the terms and conditions outlined in this contract.

Printed Full Name: _____

Signature: _____

Please complete if student is under 18 years of age:

Parental Full Name: _____

Parental Signature: _____

Please return completed and signed contract to:

Attn: Department of Campus Housing and Residence Life

University of Holy Cross

4123 Woodland Drive

New Orleans, LA 70131