



Louisiana State University
Department of Residential Life
Housing Contract

1. **ACCEPTANCE OF CONTRACT:** Provide your signature, age, and date in the designated blanks at the end of this contract. If you are less than 18 years of age, your parent or guardian must also sign and date the form. By signing this contract, you are agreeing to the terms and conditions set forth below.
2. **DEFINITION OF TERMS:**
 - a. This contract governs all residence halls, East/West Campus Apartments and Nicholson Gateway Apartments.
 - b. The term “residence halls,” “building” or “room” applies to East/West Campus Apartments and Nicholson Gateway Apartments as well.
 - c. The term “Academic Year” is based on the LSU regular academic calendar published in the LSU General Catalog.
3. **CONTRACT PERIOD AND ELIGIBILITY**
 - a. You must be a full-time LSU student or participant in an LSU approved program to live in an LSU residence hall for both fall and spring semesters. Dropping to part-time status after a semester starts, however, shall not terminate this contract. If space is available, Residential Life at its sole discretion may permit a part-time LSU student to live in a residence hall.
 - b. Length of Contract:
 - i. Students living in residence halls have a 9-month contract. Residence halls will close for the break between the fall and spring semesters when classes are not in session. LSU does not guarantee temporary or interim housing during breaks between semesters for students in residence halls that are closed during these periods.
 - ii. Students living in East and West Campus Apartments have a 9-month contract and may remain in their assigned space between fall and spring semesters classes are not in session. East and West Campus Apartments will close 24 hours after spring finals conclude. Graduating students in East Campus Apartments requiring extended housing until Spring Commencement will be required to relocate to an open community. Graduating students in West Campus Apartments may request to extend through Spring Commencement, but must vacate no later than the next business day. Residents of East and West Campus Apartments seeking summer school housing will be required to relocate to an open summer community.
 - iii. Students living in Nicholson Gateway Apartments have the option of a 10-month or 12-month contract. A 12-month contract is available at the time of contract or a student may opt-in at a later date. Registration for summer classes is not required to occupy a Nicholson Gateway Apartment during summer months; however, a student must be a current Nicholson Gateway Apartment spring resident or have a future fall reservation in Nicholson Gateway Apartments to be eligible for housing during summer months. Students wishing to live in Nicholson Gateway Apartments for summer only must be registered for summer school classes.
 - c. Occupancy Dates:
 - i. Residence halls typically open in August the week before classes start and close on the last day of finals for each semester.
 - ii. East and West Campus Apartments typically open the week before classes start and close the last day of spring finals. Exception: Special condition apartments in WCA that have a later move-in date than the remainder of WCA. Students in special condition apartments are notified of restriction at the time room assignment is made.
 - iii. Nicholson Gateway Apartments open the week before classes start and close on May 31. Dates of summer occupancy are June 1 to July 31.
 - iv. Any student not enrolled in spring classes must vacate by the last day of finals for fall semester.
 - v. Graduating seniors must vacate no later than the next business day after graduation. Exception: Apartments in ECA have an earlier move-out date of the last day of finals. Students in apartments are notified of restriction at the time room assignment is made.
 - d. If your academic program operates on a different calendar from that of the regular Baton Rouge campus (such as programs offered through the Paul M. Hebert Law Center), be aware that East and West Campus Apartments and the residence halls (excluding Nicholson Gateway Apartments) may be closed during some periods in which your academic program operates.
 - e. Moving out of the residence halls before the end of spring semester is a violation of this contract, and you will be assessed charges and penalties as outlined in section 8 below.

4. ASSIGNMENTS

- a. **Assignment and Sublease:** This contract is not a lease. It is an agreement for assignment of space within the residence hall system. Assignment and/or subleasing of your assigned space is prohibited. No provision of this contract may be transferred or assigned. LSU reserves the right to reassign you to a different room or building.
- b. **Room Changes:** If for any reason you are required or allowed to move to a different residence hall room, you will be charged or refunded the difference between the two rates (prorated for the remainder of the term). If for any reason you are required or allowed to move to an Edward Gay apartment as the renting student, the remaining prorated portion of your residence hall rent will be credited toward your apartment rent. If for any reason you are required or allowed to move to an Edward Gay apartment but not as the renting student, charges related to the contract fee, advance rent and rent shall be as outlined in paragraphs 6, 7 and 8 below.
- c. **Partial Occupancy:** Residence hall rental rates are based on your room being occupied at its normal capacity. During fall and spring semesters, if your room becomes occupied at less than normal capacity, you may be contacted by Residential Life to exercise one of the following choices:
 - i. Pay the additional rent for a private room.
 - ii. Request assignment to another room or to pull in a desired roommate into the unoccupied space.
 - iii. Identify that you are willing to accept a roommate at any time as directed by Residential Life, which includes leaving the open space available for move-in at all times.
- d. **Ineligible Occupants:** Rooms may only be occupied by residents assigned by Residential Life. If you allow anyone else to move into or stay in your apartment, suite, or room, you may be removed from campus housing. Overnight guests are permitted in residence halls but are subject to the conditions and approval process outlined in the *Living on Campus Handbook*.
- e. **Online Renewal:** You may be given the opportunity to renew this contract via the Internet to live in the residence halls, East or West Campus Apartments or Nicholson Gateway Apartments. If you choose to renew online, you will be bound by and subject to all the terms and conditions of this contract and any additions, deletions, or modifications contained in the online version that you accept, authorize, or agree to electronically in the manner prescribed online in lieu of a handwritten signature. A non-refundable \$250.00 advance rent payment is required for renewals.
- f. **Housing Cancellation/Withdrawal:** You must submit any housing cancellation at lsu.edu/cancelhousing. Charges for cancellation/withdrawal and any refund shall be determined as outlined in sections 6, 7 and 8 below.
- g. **Room assignments and inspections:** LSU reserves all rights in connection with assignment of rooms. LSU shall have the right to inspect rooms.

5. RENTAL RATES:

- a. Rental rates will be as established and published by the Department of Residential Life both on its website and at the Department of Residential Life, located in 99 Grace King Hall, Baton Rouge, Louisiana 70803.
- b. Payment shall be made or deferred no later than the first day of class for the fall, spring and summer semesters, respectively.
- c. All utilities (electricity, water, sewer and waste disposal), basic cable service and internet service are included in all rooms. Additional cable services are obtained by contacting Cox Communications.
- d. If you do not select a space on campus by July 1, you will be responsible for 100% of the lowest two-person priced room offered. Upon assignment to a space, your rent will be changed to the space assigned.
- e. Rental rates are subject to change at the beginning of any academic term.

6. CONTRACT PROCESSING FEE/ADVANCE RENT:

- a. New contracts: A \$75.00 non-refundable contract processing fee shall be paid to the university when a new contract is submitted.
- b. Renewed contracts: A \$250.00 advance rent payment shall be paid to the university when a contract is renewed. Cancellation at any time after renewal forfeits entire advance rent payment. The advanced rent payment will be applied to the rent obligation as accrued.

7. CREDITS:

In the event that housing is unexpectedly closed for the academic year or portion thereof, a credit may be issued for 25% of the remaining assigned rent for the period that housing is closed.

8. REFUNDS /PENALTIES/WITHDRAWALS/CANCELLATIONS:

If you cancel your housing assignment or withdraw your housing contract, you will be charged or refunded rent as follows:

- a. Cancellations received after June 15 but before July 1: a \$250.00 cancellation penalty will be applied.
- b. Cancellations received after June 30 but before fall classes begin: a \$500.00 cancellation penalty will be applied.
- c. Cancellations received on or after classes begin for the fall semester but during the fall semester:
 - i. If you resign from LSU, you are responsible for 25 percent of the remaining rent for your room for the fall semester and will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
 - ii. If you move out without resigning from LSU, you are responsible for 75 percent of your remaining rent for your room for the fall and will be charged the rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day for the spring semester, if you have not registered for classes at LSU,

- the spring rent penalty will be reversed.
- iii. If you apply for housing and do not check in (no show) and are not registered for classes at LSU, a \$500.00 rent penalty will be applied and you will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
 - iv. If you apply for housing and do not check in (no show) and are registered for classes at LSU, you are responsible for 100 percent of the fall assigned rent and will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
- d. If you graduate in the fall semester or are academically ineligible to return for the spring semester, you will not be charged the rent penalty or rent for the spring semester.
 - e. If you lived in a residence hall for the fall and are eligible to return to LSU but do not live in a residence hall for the spring semester, you will be charged the rent penalty (75 percent of your assigned rent) for the spring. After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for spring will be reversed.
 - f. If you did not live in a residence hall for the fall semester and cancel a housing contract before classes begin for the spring, your spring rent will be refunded.
 - g. Cancellations received on or after classes begin for spring or summer, but during the spring or summer semester:
 - i. If you resign from LSU, you are responsible for 25 percent of the remaining rent for your room for spring or summer.
 - ii. If you move out without resigning from LSU, you are responsible for 75 percent of the remaining spring or summer assigned rent.
 - iii. If you are a new applicant for housing and do not check in (no show) and are not registered for classes at LSU, a \$500.00 rent penalty will be applied.
 - iv. If you are a new applicant for housing and do not check in (no show) and are registered for classes at LSU, you are responsible for 100 percent of the spring or summer assigned rent.
 - v. To the extent you were reassigned or requested a room change, the "remaining rent" amount for purposes of this section shall be the highest rate of rent you have been assessed under this contract.
 - i. If you are required to move out of the residence halls as a result of disciplinary action, your charges will be calculated as in 8.c. or 8.g. above.
 - j. If you select the 12-month option for Nicholson Gateway Apartments and cancel before the summer semester, you will be charged the summer rent penalty (75 percent of your assigned summer rent).
 - k. If you select the 12-month option for Nicholson Gateway Apartments and elect to reduce the terms of the agreement from 12 to 10 months, you will be charged the summer rent penalty (75 percent of your assigned summer rent).

9. CONDUCT:

- a. You shall abide by the terms and conditions of the *Code of Student Conduct* and all rules and policies of the Department of Residential Life and LSU.
- b. **Termination of Contract:** LSU, at its sole option, may terminate this contract for violation of the terms and conditions of this contract or for any violation of LSU policies, regulations, *Living on Campus Handbook*, the law or the *Code of Student Conduct*. Failure to strictly or promptly enforce any of the terms and conditions of this contract by LSU shall not operate as a waiver of any of LSU's rights as provided herein. You must advise LSU Residential Life immediately if you are arrested for, convicted of, or plead guilty to a crime other than a minor traffic offense or if any such criminal action is pending or expected to be brought against you. LSU, at its sole option, may terminate this contract if you complete, withdraw, or are removed from the approved LSU program which enables you to live in LSU housing.
- c. **Safety Hazard:** LSU, at its sole discretion, may terminate this contract without prior notice if it reasonably believes that your continued occupancy presents a safety hazard to yourself or others or that it is detrimental or disruptive to others.
- d. **Tobacco Free:** The use of tobacco and tobacco products is prohibited on campus. All halls and apartments are tobacco free. Use of any tobacco product or electronic cigarette is not permitted inside any residence hall and apartment rooms, lobbies, hallways, bathrooms, or any other area inside or around the building.
- e. **Prohibited Items:** Pets, guns (including but not limited to firearms, BB guns, pellet guns, air pistols, and paint guns), ammunition (including spent shell casings), explosives, and illegal drugs are not allowed in LSU residence halls and/or apartments under any circumstances. Any violation of this provision may result in immediate termination of this contract, and you shall not be entitled to any refund for rent or advance rent or contract fee.
- f. **Alcoholic beverages:** Possession and consumption of alcoholic beverages in LSU residence halls shall be in accordance with Residential Life, LSU, state, and federal regulations, statutes, and policies.

- 10. **LIABILITY FOR DAMAGES OR LOSS:** You are liable and shall pay for any damage you or your guests cause to university property. You may also be held liable for and shall pay a share of damages to your residence hall. You are responsible for securing your personal property and your room at all times. LSU assumes no responsibility and shall not be liable for any loss of or damage to your personal property and you agree to hold LSU harmless for any such loss or damage.

- 11. EQUIPMENT MALFUNCTIONS:** In the event of a malfunction of mechanical equipment in your residence hall, university personnel shall make every effort to restore operations quickly and/or make reasonable accommodation to compensate temporary outages. *Refunds of rent are not made for suspension of services caused by equipment malfunctions.* If suspension of service is prolonged, Residential Life at its sole option reserves the right to terminate this contract and refund the remaining part of the semester rent. If a particular malfunction continues for more than 10 days, you have the option to request to be moved to another room and you will be reassigned, provided space is available. In that case, if you exercise the option to request assignment to another residence hall, you shall be charged or refunded any difference in rates. Failure of facilities systems does not constitute automatic termination of contract.
- 12. VACATING PREMISES:**
- Upon expiration or termination of this contract for any reason, including removal for misconduct or loss of eligibility, you agree to vacate the premises, as instructed and before the deadline proscribed in the notice provided. You agree to remove all personal items and refuse and leave the premises clean and in good condition, normal wear accepted. The failure to vacate the premises within the time provided and without the consent of Residential Life will be considered trespassing.
 - If you fail to follow the proper procedure to check out of your room, you will be assessed an improper checkout charge of \$50.00. In addition, if you fail to check out by the date and time announced for the closing of your hall or the end of your occupancy period, you will be assessed an additional service charge of \$25.00 for each hour or portion thereof from that announced time until the time you complete a proper checkout. This is in addition to any other damage charges or service fees for which you may be liable. Any items left in your room after checkout will be disposed of and will subject you to a \$300.00 item removal and disposal charge.
 - Upon termination of this Agreement, all personal property and refuse belonging to you or others must be removed from LSU property. If you fail to do so, you will be charged \$300.00 for removal and disposal of any such property or refuse.
- 13. PROPERTY:** You hereby agree to hold the university, its agents, employees and contractors harmless for any loss or damage of personal property remaining on LSU property after termination of this contract. Further, you agree to indemnify and defend the university, its agents, employees and contractors as to any suits, claims, or demands alleging loss or damage of property of others that was left in your room or apartment or in your possession, custody, or control.
- 14. FORCE MAJEURE:** Residential Life's duties and obligations under this Contract shall be suspended immediately without notice during all periods that housing is closed because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental order or action, act of terrorism, epidemic, pandemic, or any other event beyond Residential Life's control. If such an event occurs, Residential Life's duties and obligations in this Contract will be postponed until such time as Residential Life, in its sole discretion, may safely reopen housing. In the event that Residential Life operations are suspended due to an event under this clause, Residential Life is under no obligation to refund any portion of the rent or fees paid.
- 15. PHOTO/VIDEO DISCLOSURE & RELEASE:** Residential Life has the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of university related photographs or videotaped images taken in public spaces of on-campus housing residents, visitors and guests for use in connection with the activities of the university and Residential Life or for promoting, publicizing, or explaining the university and Residential Life. Residential Life and the Division of Strategic Communications is relinquished from and given all rights, title, and interest a subject may have in the finished photographs, print pieces, electronic versions, videotapes and/or sound recordings for the purpose and promotion of Louisiana State University by the LSU Division of Strategic Communications and/or the Department of Residential Life.

STUDENT NAME (PRINT): _____

STUDENT ID NUMBER: _____

I agree to abide by the contract terms listed above.

STUDENT SIGNATURE **AGE** **DATE**

PARENT/GUARDIAN SIGNATURE **DATE**
 (If applicant is under 18 years of age)

ACCEPTANCE BY LSU.

This contract is accepted by LSU, Department of Residential Life, by signature of a duly authorized representative below.

Renee M Richard-Gonce, Director, Communications and Administration