



## 2019-2020 Academic Year Contract

### CONTRACT TERMS

*This contract governs the Bengal Village Apartments on campus at Louisiana State University Eunice. All dates are based on the LSUE regular academic calendar published in the LSUE General Catalog.*

- 1. ACCEPTANCE OF CONTRACT:** Provide your signature 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. CONTRACT PERIOD AND ELIGIBILITY:**
  - a. You must be an LSUE student enrolled in at least nine (9) credit hours or a participant in an LSUE approved program and shall live in an LSUE residence hall for both fall and spring semesters. Dropping below nine (9) credit hours after a semester starts shall not terminate the Student's responsibility to fulfill the terms of this contract. If space is available, the Office of University Housing (hereafter "Housing") at its sole discretion may permit a student enrolled in less than nine (9) credit hours to live in a residence hall.
  - b. The term of this contract is the 2019-20 academic year. The residence halls will close for the break between the fall and spring semesters when classes are not in session. LSUE does not guarantee temporary or interim housing during breaks between semesters for students in residence halls closed during these periods.
  - c. Moving out of the residence halls before the end of spring semester is a violation of this contract, and you shall pay charges and penalties as outlined in section 6 below.
- 3. ASSIGNMENTS:**
  - a. **Assignment and Sublease:** This contract is for space within the residence halls at LSUE and not for a specific building or room. Assignment and/or subleasing is prohibited. No provision of this contract shall be transferred or assigned. LSUE reserves the right to reassign you to a different room or building.
  - b. **Priority Assignments for Financially Cleared:** Students who have no outstanding debt(s) to the University and/or students who have made been marked as financially cleared will be given priority. Students who fail to maintain a class schedule of at least nine (9) credit hours, fail to settle outstanding debts, and/or fail to be financially cleared by the dates established in the Academic Calendar and/or the dates published by Housing will lose their assignments with advance notice from Housing. This advance notice will give them an opportunity to schedule classes and/or make the necessary payment arrangements prior to the cancellation of their assignment(s).
  - c. **Room Changes:** If for any reason you are required or allowed to move to a different residence hall room that is a different room type from the room you previously occupied, 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 allowed to move to a different residence hall room by your own request, you will be charged a room change fee of \$200.
  - d. **Partial Occupancy:** Residence hall rental rates are based on your unit being occupied at its normal capacity. During fall and spring semesters, if your unit becomes occupied at less than normal capacity, you may be contacted by University Housing to exercise one of the following choices:
    - i. Pay additional rent for a private unit.
    - 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 University Housing, which includes leaving the open space available for move-in at all times.
    - iv. Move out of your current space into a new space to consolidate.
  - e. **Ineligible Occupants:** Rooms may only be occupied by residents assigned by University Housing. If you allow anyone else to move into or stay in another room or bed in your apartment, suite, or room, you may be removed from campus housing and/or subject to student conduct sanctions. Overnight guests are permitted in residence halls; refer to Living on Campus Handbook for conditions and approval process.
  - f. **Renewal:** You may be given the opportunity to renew this contract to live in the residence halls the following academic year. If you choose to renew, you will be bound by and subject to all the terms and conditions of the next version of the contract that you accept.
  - g. **Housing Cancellation/Withdrawal:** You must submit any request to cancel this contract in writing to the Office of University Housing. The Housing Contract Cancellation Request Form is found online at [lsue.edu/housing/](http://lsue.edu/housing/). You must submit this request to cancel even if you do not intend on enrolling in classes. Charges for cancellation/withdrawal and any refund shall be determined as outlined in sections 5 and 6 below.
  - h. **Room Assignments and Inspections:** LSUE reserves all rights in connection with assignment of rooms. LSUE shall have the right to inspect rooms for cleanliness, health and safety condition, occupancy, and for suspected policy violations.

#### 4. RENTAL RATES:

- a. The amount will be as established and published by Housing for the assigned room. Rates will be posted on the website of Housing at LSUE.
- b. Payment shall be made in accordance with the tuition and fee payment deadlines as published in the Academic Calendar. Other payment deadlines may be established and published by Housing with advance notice.
- c. Rental rates are subject to change prior to the beginning of any academic term.

#### 5. APPLICATION FEE:

- a. A \$150.00 application fee shall be paid to the university when a housing application is submitted. Applicable transaction fees may apply based on payment method.
- b. The \$150 application fee is only refunded when cancellations for new applicants are received prior to June 1. Following June 1, the application fee is non-refundable.

#### 6. CANCELLATION POLICY:

- a. **Three Day Grace Period.** If a request to cancel is received within three (3) business days of the date the contract is signed, the contract will be cancelled without penalty.
- b. **Cancellations Prior to June 1.** No penalty. \$150 application fee is refunded for new applicants.
- c. **Cancellations After June 1 and on or Prior to July 1.** An additional cancellation fee of \$150 is charged.
- d. **Cancellations After July 1 and on or Prior to August 1.** An additional cancellation fee of \$300 is charged.
- e. **Cancellations After August 1 and Prior to First Day of Classes of Fall Semester.** Charged 25% of the Fall rent of the lowest priced room offered for the Fall term.
- f. **Cancellations Due to No Show for Fall Semester**
  - i. **No Show, Not Enrolled.** If you do not check in to your housing assignment prior to the first day of classes (no show) and do not register for classes at LSUE, you are responsible for 25 percent of the rent for your assigned space for the Fall semester.
  - ii. **No Show, Enrolled.** If you do not check in to your housing assignment prior to the first day of classes (no show) and do not resign from LSUE, you are responsible for 75 percent of the remaining Fall rent for the lowest priced room offered.
- g. **Cancellation for Enrolled Students During the Academic Year.** Enrolled students will be charged in full for the Academic Year for cancellation of the housing contract.
- h. **Cancellations for Non Enrolled Students During the Fall Semester**
  - i. **Before and During the 8th Week of Class.** If you resign or drop your classes during or prior to the 8th week of the Fall semester, your rent will be prorated to the date of move out, and you are responsible for 25 percent of the remaining rent for your room for the Fall semester. Spring charges will be removed.
  - ii. **After the 8th Week of Class.** If you resign or drop your classes after the 8th week of the Fall semester, you are responsible for full housing charges for the Fall semester, and you will be charged an additional \$200 contract cancellation fee.
- i. **Cancellations After Fall Semester and Before Spring Semester**
  - i. **New residents.** If you did not live on campus for the Fall semester and cancel a housing contract prior to the first day of classes for the Spring semester, your Spring housing charges will be removed and you will be charged a \$500 cancellation fee.
  - ii. **Continuing residents.** If you are a continuing resident in an Academic Year contract but do not enroll or drop your classes prior to the first day of class for the Spring semester, you will be charged a \$500 cancellation fee.
- j. **Cancellations Due to No Show for Spring Semester for New Residents**
  - i. **No Show, Not Enrolled.** If you do not check in to your housing assignment prior to the first day of classes (no show) and do not register for classes at LSUE, you are responsible for 25 percent of the rent for your assigned space for the Spring semester.
  - ii. **No Show, Enrolled.** If you do not check in to your housing assignment prior to the first day of classes (no show) and do not resign from LSUE, you are responsible for 75 percent of the remaining Spring rent for the lowest priced room offered.
- k. **Cancellations for Non Enrolled Students During the Spring Semester**
  - i. **Before and During the 8th Week of Class.** If you resign or drop your classes during or prior to the 8th week of the Spring semester, your rent will be prorated to the date of move out, and you are responsible for 25 percent of the remaining rent for your room for the Spring semester.
  - ii. **After the 8th Week of Class.** If you resign or drop your classes after the 8th week of the Spring semester, you are responsible for full housing charges for the Spring semester.
- l. **Student Conduct Contract Termination.** If you are required to move out of the residence halls as a result of disciplinary action, your charges will be calculated as in 6.e., 6.f., or 6.k. as applicable based on their enrollment status.

m. **Convenience of University.** If you are required to move out of the residence halls for the convenience of the university, you will be refunded all of the remaining rent for the current semester and shall not be charged rent for any future term so long as you do not live in the residence halls.

## 7. CONDUCT:

- a. **Code of Student Conduct and Housing Policies:** You shall abide by the terms and conditions of the *Code of Student Conduct* and all rules and policies of Housing and LSUE.
- b. **Termination of Contract:** LSUE, at its sole option, may terminate this contract for violation of the terms and conditions of this contract or for any violation of LSUE 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 LSUE shall not operate as a waiver of any of LSUE's rights as provided herein. You must advise LSUE University Housing 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. LSUE, at its sole option, may terminate this contract if you complete, withdraw, or are removed from the approved LSUE program which enables you to live in LSUE housing.
- c. **Safety Hazard:** LSUE, 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 and possession 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 LSUE 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 application fee.
- f. **Alcoholic Beverages:** Possession and consumption of alcoholic beverages in LSUE residence halls is strictly prohibited in accordance with University Housing, LSUE, state, and federal regulations, statutes, and policies.

**8. 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. LSUE assumes no responsibility and shall not be liable for any loss of or damage to your personal property and you agree to hold LSUE harmless for any such loss or damage. You are encouraged to secure renters insurance.

**9. EQUIPMENT MALFUNCTIONS:** In the event of a malfunction of mechanical equipment in your residence hall, university personnel shall make an effort to restore operations. Partial refunds of rent are not made for suspension of services caused by equipment malfunctions. If suspension of service is prolonged, University Housing at its sole option may 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.

## 10. VACATING PREMISES:

- a. Upon expiration or termination of this contract, you agree to vacate the premises, as instructed, upon notice of same, removing all personal items and refuse and leaving the premises clean and in good condition, normal wear expected.
- b. If you fail to follow the proper procedure to check out of your room, you will be assessed a service charge of \$100. 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 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 are subject to a \$300 item removal and disposal charge.
- c. Upon termination of this Agreement, all personal property and refuse belonging to you or others must be removed from LSUE property. If you fail to do so, you will be charged \$300 for removal and disposal of any such property or refuse.

**11. PROPERTY:** You hereby agree to hold the university, its agents, employees and contractors harmless for any loss or damage of personal property remaining on LSUE 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.

**12. PHOTO/VIDEO DISCLOSURE & RELEASE:** University Housing 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 University Housing or for promoting, publicizing, or explaining the university and University Housing. LSUE 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 LSUE Public Relations and/or the Office of University Housing.

**STUDENT NAME (PRINT):** \_\_\_\_\_

**STUDENT ID NUMBER:** \_\_\_\_\_

I agree to abide by the contract terms listed above.

\_\_\_\_\_  
**STUDENT SIGNATURE**

\_\_\_\_\_  
**DATE**

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

\_\_\_\_\_  
**DATE**

**ACCEPTANCE BY LSUE**

This contract is accepted by LSUE, Office of University Housing, by signature of a duly authorized representative below.

\_\_\_\_\_  
**Kyle D. Smith, Dean of Student Affairs**

SAMPLE