

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 electronically signing this contract through the myLSU Housing Portal, you are agreeing to the terms and conditions set forth below. Any deviation from any term or condition of this contract must be in writing and signed by someone with appropriate authority.

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 all student housing on campus, including East/West Campus Apartments and Nicholson Gateway Apartments.
- c. The term "Academic Year" is based on the LSU regular academic calendar published in the LSU General Catalog.
- d. The term "student" or "resident" refers to the individual occupying the space on campus.
- e. The term "open community" refers to a building that is designated to remain open during routine closures.

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 while under contract. 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. It is your sole obligation to promptly notify Residential Life of any change in enrollment or status with the university.
- b. Duration of Contract:
 - i. **Residence Hall Buildings:** 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. Requests for break housing must be submitted at least one week prior to hall closures. LSU does not guarantee temporary or interim housing during breaks between semesters for students in residence halls that are closed during these periods. Residence halls will close the last day of finals.
 - ii. **East Campus Apartments:** Students living in East 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 Campus Apartments will close the last day of finals. Graduating students in East Campus Apartments requiring extended housing until Spring Commencement will be required to relocate to an open community. Residents of East Campus Apartments seeking summer school housing will be required to relocate to an open summer community.
 - iii. West Campus Apartments: Students living in 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. West Campus Apartments will close the last day of finals. Graduating students in West Campus Apartments may request to extend through Spring Commencement, but must vacate no later than the day of commencement. Residents of West Campus Apartments seeking summer school housing will be required to relocate to an open summer community.
 - iv. **Nicholson Gateway Apartments:** Students living in Nicholson Gateway have an option for either a 9-month contract or a 12-month contract. Students who complete a 9-month contract online must vacate their space the last day of finals. Graduating students in Nicholson Gateway Apartments may request to extend through Spring Commencement, but must vacate no later than the day of commencement. A 12-month contract is available at the time of contract or a student may opt-in at a later date. It would allow students to live on campus through the summer. Registration for summer classes is not required to occupy Nicholson Gateway during summer months; however, students 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. Graduating students with a 12-month contract must vacate no later than the last day of finals. Students living in other communities who are wishing to live in Nicholson Gateway Apartments for only summer months may be assigned to an available space; however, students must be registered for summer school classes. Students with summer only contracts must vacate by the last day of spring finals.

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. Exception: Special condition apartments in WCA that have a later move-in date than the remainder of WCA. Students in special condition spaces will be notified of restriction at the time room assignment is made.

- iii. Summer Occupancy: Nicholson Gateway Apartments will open the weekend before the enrolled summer session begins and will close on the last day of the student's summer enrollment.
- 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 day after commencement. 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 approved 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 the residence halls may be closed during some periods in which your academic program operates. If your approved academic program requires for you to arrive on campus early, you may be subject to an early arrival fee.
- 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 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 the 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. **Privatization:** When and where available, students may opt to privatize a partially occupied space by agreeing to pay additional rent for the private room each semester. This option applies only to those living in 2-student rooms within first-year buildings. The privatization rate for these spaces is 1.5x the double room rate posted for the space being privatized.
 - ii. **Consolidation:** Request assignment to another building/room or pull in a desired roommate into the under occupied space.
 - iii. **Abstention:** 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 and 7 below. Cancellations submitted to other university departments may not be honored.
- g. **Room assignments and inspections:** LSU reserves all rights in connection with assignment of rooms. LSU shall have the right to enter and inspect rooms to perform university functions and respond to emergency situations.
- h. **Summer Transitions:** Students requesting summer housing may be required to relocate to alternative spaces as deemed necessary by Residence Life. This includes but is not limited to intersession or interim housing assignments that may differ from a summer assignment.

5. RENTAL RATES:

- a. Rental rates will be as established and published by the Department of Residential Life both on its website.
- 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. All students living on campus are assigned an LSU Box at the mail center at the LSU Student Union, and a charge of \$35 per semester is posted on their student fee bill.
- e. **First-year Students:** 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.

- f. **Upper-class Students:** If you do not select a space on campus by July 1, you will be responsible for 100% of the lowest four-person/two bath apartment on campus.
- g. 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. REFUNDS /PENALTIES/WITHDRAWALS/CANCELLATIONS: Full cancellation penalty details can also be found at https://www.lsu.edu/cancelhousing. In order to be eligible for refunds, student must cancel properly with the Department of Residential Life. If you cancel your housing assignment or withdraw your housing contract, your rent will be charged or refunded as follows:
 - a. Cancellations received after June 1 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 the first class day of the fall semester but before the end of the spring semester from students who remain enrolled at LSU:
 - i. If you move out without resigning from LSU, you are responsible for the full cost of your assigned room for the fall and spring semesters. If you graduate in the fall semester, are academically ineligible to return for the spring semester, or withdraw from LSU prior to the first day of class of the spring semester, your spring rent will be reversed as per section 7.f. You must properly cancel your housing contract before the first day of classes for the spring semester and in accordance with section 4.f.
 - ii. If you did not live in a residence hall for the fall semester and properly cancel your housing contract before classes begin for the spring, your rent will be reversed as per section 7.f.
 - d. Cancellations received on or after the first day of class of the fall semester but before the end of the spring semester for students who withdraw from LSU:
 - i. If you withdraw from LSU prior to or on the final day to receive any refund of university fees as published in the Schedule Booklet by the Office of the university Registrar for a given term, you will only be responsible for the cost of your assigned room for the associated term through the night that you properly check-out of your space.
 - ii. If you withdraw from LSU after the final day to receive any refund of university fees as published in the Schedule Booklet by the Office of the University Registrar for a given term, you will be responsible for the full cost of your assigned room for the associated term.
 - iii. If you withdraw from LSU during the fall semester, you still will be charged the spring rent for your assigned room. If you remain unenrolled for the spring semester, that rent will be reversed as per section 7.f.
 - e. Failure to cancel or claim room by midnight on the first class day of the fall, spring, or summer term:
 - i. Students not enrolled at LSU: A \$500 rent penalty will be applied for the associated term. If you fail to cancel or claim your room for the fall semester, you will also be charged the spring rent for your assigned room as per section 7.f.
 - ii. Students enrolled at LSU: You will be responsible for your full assigned rent for the associated term. If you fail to cancel or claim your room for the fall semester, you will also be also be charged the spring rent for your assigned room as per section 7.f.
 - f. **Spring rent**: As stated in section 3.b., this contract term covers the fall and spring semesters for all students. If you cancel your contract in the fall semester, you will still be charged the spring rent for your assigned room. However, if you do not register for spring classes at LSU, your spring rent will be reversed after the 14th class day of the spring semester.
 - g. **Summer rent**: For enrolled and unenrolled students who elect to live in summer housing in Nicholson Gateway Apartments for the summer months, if you cancel your summer housing assignment or after the first day of classes of the summer term, you will be responsible for the full cost of your assigned room for the summer term.
 - 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 7.c., 7.d., or 7.g. above.
 - j. If you defer your enrollment to a subsequent term with the LSU Office of Admissions, any cancellation penalties will be waived. You must forward confirmation of your deferment to the Department of Residential Life. If you are a first-year student and receive an exemption to the university requirement to live on campus for your first year, you must properly cancel your housing contract by the dates listed in sections 7.a., 7.b., and 7.c. to avoid the associated cancellation penalties. Full details regarding obtaining an exemption to the First-Year Housing Expectation can be found at https://www.lsu.edu/reslife/incoming/apply/exemptions.

8. CONDUCT:

a. You shall abide by the terms and conditions of the *Code of Student Conduct, Living on Campus Handbook*, 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. **Unauthorized Room Changes:** Students found to have performed a room change that has not been approved or processed by Residential Life may be subject to a \$300 fee and submitted for the Student Accountability process.
- e. Care of Space: You are responsible for your assigned space. Cleanliness issues with your space may result in charges for cleaning, pest/insect eradication, and other damages. LSU, at its sole discretion, may terminate this contract without prior notice should you not abide by the health and safety guidelines outlined in the LSU Living on Campus Handbook
- f. **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.
- g. **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. A full list of prohibited items are provided in the *LSU Living on Campus Handbook*.
- h. **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.
- 9. **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 assigned 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.
- 10. FACILITY/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.
 - In the event of an equipment malfunction or maintenance issue, you are required to immediately notify Residential Life professional staff via a work order either reported directly to the front desk of your assigned building or via the self-service work order system online. Text, GroupMe, and social media posts do not meet these requirements.
- 11. MOLD/MILDEW CLAUSE: You acknowledge and understand that (a) the assigned space is located in a climate with temperature, humidity, and other naturally occurring conditions that normally allow the growth of mold and mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, you will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, you agree to:
 - a. Set thermostats to provide appropriate climate control. If directions are provided, please follow instructions.
 - b. Maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
 - c. Remove visible moisture or condensation on floors, walls, windows, ceilings, and other surfaces promptly.
 - d. Take other measures as may be necessary to prevent mold or mildew from accumulating in the assigned space (including without limitation reporting immediately to the university any evidence of water leaks or mold or mildew-like growth).
 - e. Follow the additional guidelines that can be found on our website at https://www.lsu.edu/reslife/current/resources/airquality.php.

12. VACATING PREMISES:

a. 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. Individuals who fail to vacate the premises are subject to a daily charge of \$100.

- b. 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.
- c. 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. The university is not responsible for any personal property remaining in your assigned space or on LSU property after termination of this contract.
- d. Requests for extensions must be submitted no later than 24 hours prior to the end of the current term. Extensions may not be guaranteed.
 - i. INDEMNIFICATION AND LIABILITY FOR DAMAGES: You agree that the university does not promise, warrant, or guarantee your safety and security, or that of your guests, or your personal property against criminal actions of other residents or third parties. Furthermore, the university shall not be liable for any damage or injury to you, your guests, or your personal property or to any person entering your assigned space or the residence hall in which you reside, for injury to person or property arising from theft, vandalism, or casualty occurring in the assigned space or the residence hall in which you reside. You agree to indemnify and hold harmless the university and its respective agents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury or property damages suffered by you or your guests while residing in the residence hall, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by you or any of your guests in any event sponsored by university), unless such injury is caused by the negligence or intentional conduct of the university or its agents or employees. You hereby release and forever discharge and hold harmless the university and its agents and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, arising out of, in any way, this contract and the use of the residence hall. It is recommended that you obtain and maintain adequate renter's insurance at your own expense.
- 13. FORCE MAJEURE: The university'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, government shutdown, order or action, government-mandated evacuation, 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.
- 14. 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 has the right to provide photographs or videotaped images taken via university surveillance equipment to the University Police Department, Human Resources, and for Student Accountability process. LSU Residential Life and the Office of Communications and University Relations is hereby granted an indefinite, royalty-free license and all rights, title, and interest a subject may have in any finished photographs, print pieces, electronic versions, videotapes and/or sound recordings generated in the public areas of the LSU campus and the residence halls for the purpose and promotion of Louisiana State University by the LSU Office of Communications and University Relations and/or the Department of Residential Life.

STUDENT NAME (PRINT):		STUDENT SIGNATURE	AGE	DATE
STUDENT ID NUMBER:	•	PARENT/GUARDIAN NAME (PRINT): (If applicant is under 18 years of age)		
PARENT/GUARDIAN SIGNATURE (If applicant is under 18 years of age)	DATE			