Lynn University, Inc. Housing Contract 2019-2020

By signing below, I (also referred to as "resident" or "student" in this document) contract for a space in Lynn University Residence Halls for the **2019-2020 Academic Year** and agree to pay the room and board fee and associated fees set by Lynn University, Inc. ("University") according to the dates published by Student Financial Services. I understand that this Contract is not a lease and does not give me any interest in the real estate defined herein as the Residence Halls. My residency is subject to the following rules:

This Contract is binding for the entire 2019-2020 Academic Year

1. Room and Board (meal)

A student contracts for both room and board during the contract period. All students living in the Lynn University Residence Halls are required to participate in the University board (meal) plan.

2. Credit Hour Requirement

All students residing in the Lynn University Residence Halls must be enrolled in a minimum of twelve (12) credit hours, be financially settled with the University, and be designated as an <u>Undergraduate Student in the day division or a student enrolled in the 3.1</u> program. The student must vacate the Residence Hall within 24 hours of reduction to less than full-time status (12 credit hours) during an academic term unless a written request is submitted and approved at the sole discretion of the Director of Housing and Residence Life.

3. <u>Room Assignments</u>

- (a) The University's acceptance of this Contract does not guarantee assignment to a certain type of accommodation or specific request. Please be aware that private rooms (singles) are extremely limited in number.
- (b) Room assignments are made in accordance with the non-discriminatory policy of the University. Room assignments are not made on the basis of race, religion, color, national and ethnic origin, sexual orientation, disability, or age.
- (c) Students may not move from their room assignment into another University Residence Hall space without pre-authorization from the Director of Housing and Residence Life. If a move is granted, the student who moves is responsible for any difference in price of the new assignment.
- (d) Room assignments may be changed, cancelled or terminated by the University in the interest of order, health, common welfare, and consolidation of space. Additionally, students may be re-assigned to another space or removed from housing if a there is a disregard for the rights of others and/or engaging in inappropriate behavior.
- (e) The University reserves the right to consolidate students at all times when their roommate vacates. All consolidations are at the discretion of the Office of Housing and Residence Life.

4. <u>Residency Requirement-- Students with Under 60 Earned Credit Hours</u>

Students are required to reside on campus if they have under 60 earned credit hours.

Exceptions to this requirement may be granted to students who; live with their parents within commuting distance, are over 21, and those who are married or have children. In order to be considered for release of the housing contract a student must fill out the housing contract release paperwork and provide appropriate documentation before an exception will be considered.

5. Contract Reinstatement

Should a student withdraw or take a leave of absence from the University and re-enroll during this agreement period, the contract obligation will be reinstated. The same applies for academic dismissal and failure to claim the assigned space as well as all other reasons for leaving prior to the expiration date of the agreement. Student may not be reinstated into their original room assignment upon return.

6. Contract Release Fee

- (a) Any student who is approved by the Director of Housing and Residence Life for release from this contract via the Housing Contact Appeal Process or is removed for student conduct reasons is subject to a \$250.00 contract release fee.
- (b) Students who transfer or withdraw from the University after August 1, 2019 for the Fall 2019 term or January 10, 2020 for the Spring semester <u>will</u> be charged the contract release fee.
- (c) Students who graduate, leave for study-abroad or are academically dismissed mid-year <u>will not</u> be charged the contract release fee.

7. Check-In to the Residence Halls and Loss of Housing Assignment

If a student does not claim their assigned Residence Hall space by 5:00pm on the first (1st) day of classes for the Fall and Spring terms, per the published dates on the 2019-2020 Academic Calendar, the assigned space may be released and reassigned to another individual. Students who are subject to the two year residency requirement will be charged in full for the space. Students who are no longer subject to the two year residency requirement will be charged the Contract Release Fee.

The student has the responsibility of contacting the Director of Housing and Residence Life <u>in writing</u> to inform of a late arrival for the term in order to avoid the release of their assigned space prior to the first (1st) day of classes. Upon arrival to campus, the contract obligation will be reinstated and a new room assignment will be given based on availability.

8. Occupancy

- (a) Lynn University Residence Halls will open for each semester according to the dates published in the 2019-2020 Academic Calendar. The student will not be given access to the Residence Halls prior to their scheduled date and time unless they are an early arrival athlete, resident assistant, peer mentor or the like who are specifically named by the appropriate University coach/supervisor as such. The Office of Housing and Residence Life determines early arrival dates.
- (b) Provided suitable space is available, and subject to approval of the Director of Housing & Residence Life, Students who arrive prior to their scheduled check-in date will be considered (but not guaranteed) for admission into temporary student housing. However, if Students are allowed into temporary housing, they will be charged a \$50 per day fee for every day in advance of their scheduled check-in date.
- (c) This Contract is effective upon execution; however, residents may only occupy the Residence Halls according to the published dates, as mentioned above (or as applicable, at the predetermined early arrival date specifically pre-approved through the Office of Housing and Residence Life) through the last day of the Academic Year.
- (d) All University Residence Halls close for the Fall semester break (December) and at the end of the Spring academic term (May). The student must remove all personal belongings from their space at the end of the Spring academic term (May) or when the contract terminates due to academic dismissal, conduct dismissal, withdrawal or leave of absence, whichever date is earlier.

9. Vacating the Space/Move-Out

The student must vacate the Residence Hall within 24 hours of their last final exam of each term or upon withdrawal or leave of absence from the University. However, no student is allowed to stay beyond the published closing date for the Residence Halls without prior pre-approval from the Director of Housing and Residence Life. Students remaining in the Residence Halls without written permission by the Director of Housing and Residence Life will be assessed an accommodation fee and shall, at the discretion of the Director of Housing and Residence Life or his/her designee, be required to vacate the premise immediately. Unauthorized presence in the Residence Halls during vacation periods will result in student conduct action.

10. Academic Dismissal/Conduct Dismissal/Withdrawal or Leave of Absence

- (a) 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.
- (b) Conduct Dismissal: Students removed from the Residence Halls 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.
- (c) 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 applicable, based on the dates published by Student Financial Services. The date of withdrawal is the official Residence Hall checkout date or the completion of the Withdrawal or Leave of Absence Form with the Dean of Students' office, whichever is later.

Note: If a student is dismissed, leaves the University, or is otherwise not enrolled for the Spring semester, s/he must remove all personal belongings from the Residence Halls prior to January 2, 2020. Belongings left after this date will be removed and/or donated to charity at the student's expense.

11. Room Condition

- (a) Residents must sign the Room Condition Report (RCR) at the time of check-in to their room and then again at check-out. Residents are responsible for any damages to rooms, loss of furnishings or unauthorized physical changes to their living area. An appropriate amount for all damage, loss, cleaning, and repairs will be charged for assigned room(s). The cost of damage, loss, cleaning, and repairs to any common/public area of a hall or floor may be assessed and divided among the residents of the floor or building when the individual(s) responsible for the damage cannot be identified.
- (b) Students are responsible for the care of the room, furniture, and equipment they are assigned. The University does not provide housekeeping service in student rooms. No furniture will be removed from rooms, unless the room is de-tripled. Work orders may be submitted for requests associated with bunking, lofting furniture as well as any issue with the physical space.
- (c) The University assumes no responsibility for any damage or loss/theft of a resident's personal property, failure or interruption of utilities and services, or injury to persons. *Residents are reminded to obtain appropriate insurance either through their families' homeowner policy or a separate renter's insurance policy.*
- (d) Facilities staff, Housing and Residence Life staff and Safety and Security personnel reserve the right to enter a student's room at any time for the purposes of maintenance, safety, health and fire inspections, and to ensure that University regulations are observed.

12. Conditions of Occupancy

- (a) The student must occupy his/her room; it may not be sublet, assigned or transferred. University housing may not be used for commercial purposes. Visitation shall be in accordance with the guidelines stipulated by the Residence Hall Regulations and University Code of Conduct. Students who allow guests/visitors to stay in their room beyond the limits of the published University Guest Policy may be charged for the days on which the guest(s) was occupying the space. Additionally, the student may face conduct action.
- (b) All students are expected to adhere to all federal, state, and local laws.
- (c) All students are expected to adhere to all policies and regulations set forth in the Lynn University Policy Manuals, including the Code of Conduct.

In order to maintain occupancy in the Residence Halls, the student must sign this housing contract. In the event that a student does not sign this Contract but is living in residence (room access and/or signed RCR) s/he shall assume responsibility for the obligations listed in this Contract and release the University from any liability associated with damage or loss to personal property, failure or interruption of utilities and services, or injury to persons. Additionally, s/he accepts and will abide by all policies and regulations as stated in the Lynn University Policy Manual.

I understand that this Contract is binding for the entire Academic Year. I hereby agree to assume responsibility for the obligations listed above.