

Lynn University, Inc.
Housing Contract 2021-2022

By signing below, I (also referred to as “resident” or “student” in this document) contract for a space in housing owned or controlled by Lynn University, Inc. (“University”) for the **2021–2022 Academic Year** and agree to pay the room and board fee and associated fees set by the 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 housing owned or controlled by the University. Please also note that signing a housing contract does not guarantee University housing for the 2021-22 academic year. My residency is subject to the following rules:

This contract is binding for the entire 2021–2022 Academic Year

1. Room and Board (meal)

A student contracts for both room and board during the contract period. All students living in housing owned or controlled by the University are required to participate in the University board (meal) plan. All meal plans have a limited number of guest passes, which allows you to share a meal with a friend. Guest passes are automatically added to your student ID. You may not allow others to use your ID card to purchase meals.

2. Credit Hour Requirement

All students residing in housing owned or controlled by the University must be registered for a minimum of 12 credit hours if the term is delivered in one continuous format or one face-to-face class during each block of a block format, be financially settled with the University, and be designated as an undergraduate student in the day division. Students who drop below 12 credit hours, not enrolled in a block, or choose to go remote during a block may continue to keep items in their space, but may not reside on campus during that specific period. Room and board is for the entire semester, and students are not eligible for credit towards housing for blocks they are not able to reside with us. Students who are not enrolled in the undergraduate day division program may request housing in writing to the Director of Housing and Residence Life; however, housing is not guaranteed. Any student who does not meet or fails to maintain the above stated criteria must vacate housing owned or controlled by the University within 24 hours of notice unless a written request is submitted and approved at the sole discretion of the Director of Housing and Residence Life.

3. Residency Requirement and Eligibility

- (a) Undergraduate day students with under 60 earned credit hours are required to reside in housing owned or controlled by the University unless excused by the University for good cause.

Recognized exceptions to this requirement include students who: (1) live with their parents within commuting distance, (2) are over 21, and/or (3) those who are married or have children. Other appeals may be considered as well, as appropriate. To be considered for release of the housing contract, a student must submit the housing contract release paperwork and provide appropriate documentation before an exception will be considered. Any student who is approved by the Director of Housing and Residence Life for release from this contract is subject to a contract release fee.

- (b) Undergraduate day students with over 60 earned credit hours may request to live in housing owned or controlled by the University; however, assignment is based on space availability, which is not guaranteed.
- (c) All other degree-seeking students may request to live in housing owned or controlled by the University; however, assignment is based on space availability, which is not guaranteed and will be given consideration only after the undergraduate day student population has been accommodated.

4. Room Assignments

- (a) The University's acceptance of this contract does not guarantee assignment to a particular type of accommodation or specific request. Please be aware that private rooms (singles) are extremely limited in volume.
- (b) Room assignments are made in accordance with the non-discriminatory policy of the University. Room assignments are not made on the basis of any protected class, including but not limited to race, religion, color, national and ethnic origin, sexual orientation, disability, or age.
- (c) Students may not move from their room assignment into another space within housing owned or controlled by the University without pre-authorization from the Director of Housing and Residence Life. If a move is authorized, the student who moves is responsible for any difference in price of the new assignment and for moving their personal belongings to the new assignment within a designated timeframe approved by the Director of Housing and Residence Life.
- (d) Room assignments may be changed, canceled or terminated by the University in the interest of order, health, common welfare, availability and/or consolidation of space. Additionally, students may be re-assigned to another space or removed from housing owned or controlled by the University if there is a disregard for the rights of others and/or if engaging in inappropriate behavior as outlined in University policies and/or the Lynn University Student Code of Conduct.
- (e) The University reserves the right to consolidate students within housing owned or controlled by the University at all times when their roommate vacates. All consolidations are at the discretion of the Office of Housing and Residence Life.

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 before the expiration date of the contract. Upon return, a student may not be reinstated into their original room assignment within housing owned or controlled by the University.

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 established Housing Contract Appeal Process or removed for student conduct reasons is subject to a \$250.00 contract release fee.
- (b) Students who transfer or withdraw from the University after Aug. 1, 2021, for the Fall 2021 term or Jan. 3, 2022, for the spring semester will be charged the contract release fee.
- (c) Students who graduate, participate in semester-long study-abroad programs, or are academically dismissed will not be charged the contract release fee.

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

If a student does not check-in to their assigned space within housing owned or controlled by the University by 5 p.m. by the end of the first drop/add period for each of the Fall and Spring terms, per the published dates on the 2021–2022 Academic Calendar, the assigned space may be released and reassigned to another individual. Students who do not check-in to their space will be charged in full for the space held for their occupancy with in housing owned or controlled by the University.

The student has the responsibility of contacting the Director of Housing and Residence Life in writing to inform of their late arrival for the term to avoid the possible release of their assigned space before 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) Housing owned or controlled by the University will open for each semester according to the dates published in the Academic Calendar. These dates are subject to change as the University adjusts schedules to protect the health and safety of community members. The student will not be given access to the assigned space within housing owned or controlled by the University prior to their scheduled date and time for check-in 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 the approval of the Director of Housing and Residence Life, students who arrive before 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, there may be a charge every day in advance of their scheduled check-in date.
- (c) This contract is effective upon execution; however, residents may only occupy housing owned or controlled by the University 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 housing owned or controlled by the University will 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 within 24 hours of the last day of published classes (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

- (a) The student must vacate housing owned or controlled by the University at the close of the fall semester and at the end of the spring academic term or upon withdrawal or leave of absence from the University. However, no student is allowed to stay beyond the published closing date for housing owned or controlled by the University without prior pre-approval from the Director of Housing and Residence Life. Students remaining in housing owned or controlled by the University 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 housing owned or controlled by the University during periods of closure may result in the student being charged for the extra days in which they were occupying the space. Additionally, the student may face 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 they were assigned within housing owned or controlled by the University will be released. If an appeal is granted and the student is reinstated, the student will be placed into the next available space, which may not be the original assignment.

- (b) **Conduct Dismissal:** Students removed from housing owned or controlled by the University via the University's conduct review process will not receive a refund for the cost associated with room and board and will remain responsible for paying the balance owed. In these circumstances, the University meal plan may also be canceled 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/leave of absence is the date at which the student must vacate their assigned space within housing owned or controlled by the University, unless otherwise approved by the Director of Housing and Residence Life.

Note: If a student is dismissed, leaves the University, or is otherwise not enrolled for the Spring semester, they must remove all personal belongings from housing owned or controlled by the University prior to the last day of the fall term. Belongings left after this date will be removed and donated to charity at the student's expense.

11. Room Condition

- (a) Students must acknowledge their Room Condition Report (RCR) at the time of check-in to their assigned space and then again at check-out. Students are responsible for any damages to rooms, loss of furnishings, and/or unauthorized physical changes to their living area. An appropriate amount for all damage, loss, cleaning, and repairs will be charged for the 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. All charges will be applied to the student's University account.
- (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 on-campus. No furniture will be removed from rooms. Work orders may be submitted for requests associated with bunking and other matters pertaining to the physical space.
- (c) The University assumes no responsibility for any damage or loss/theft of a student's personal property, failure or interruption of utilities and services, or injury to persons. *Students are reminded to obtain appropriate insurance either through their families' homeowner policy or a separate renter's insurance policy.*
- (d) University personnel reserve the right to enter a student's room at any time for maintenance, safety, health and fire inspections, and to ensure that University policies and regulations are observed.
- (e) University personnel reserve the right to require any student living in housing owned or controlled by the University to open any closed or locked containers upon reasonable suspicion of contraband. Students residing in housing owned or controlled by the University have no right to an expectation of privacy regarding the inspection of closed or locked containers during a room search.

12. Conditions of Occupancy

- (b) The student must occupy their assigned space; it may not be sublet, assigned or transferred. University housing may not be used for commercial purposes. Visitation shall be by the

guidelines stipulated by University policy, procedures, interim guidelines and residence hall regulations and Student 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.

- (c) All students are expected to adhere to all federal, state, and local laws, including health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces
- (d) All students are expected to adhere to all policies and regulations outlined in the Lynn University Policies, procedures, and interim guidance including the Student Code of Conduct.

13. Health and Safety – Social Exposure and Communicable Diseases and Viruses

The University has taken precautions to provide a safe environment for you to continue your studies. However, we cannot do this alone and need you to take personal actions as well to protect yourself when in public. Since viruses and other communicable diseases are becoming more widespread, including spreading in the community, no one can guarantee that you will never be exposed to a virus or become ill from it. Further, we may reach a point where we can no longer accommodate students living on campus based on a granted exception. Consequently, at any time, the University may request or require a resident to leave University housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from the University to leave their assigned space due to COVID-19 or other public health emergency, and failure to do so is a violation of the Lynn University Policy and the Student Code of Conduct, and may subject a student to emergency removal from their assigned space. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space. Removal from any housing to isolate or quarantine does not constitute a termination of a residential student's housing contract. Finally, upon reasonable notice, the University reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19.

We expect you to follow the below expectations effective immediately, not only for your own safety, but also for that of your fellow students and residents:

- (a) Follow all health and safety guidelines issued by government and health authorities.
- (b) Ensure your residence is kept in a clean and hygienic manner, including frequently wiping-down surfaces and high touch areas with simple cleaning solutions. Do not use sprays.
- (c) Wash your hands with soap and water frequently.

- (d) Cover your cough and sneeze.
- (e) Throw used tissues into a waste bin, and wash your hands immediately.
- (f) Report illnesses immediately, and seek medical care and treatment as soon as possible.
- (g) In the event that a student is suspected of having COVID-19 Housing and Residence Life will work closely with Health Center staff to determine if a student should relocate to a quarantine location. The University will have a limited number of isolation rooms. Due to limited availability, on-campus residents should be prepared to make their own arrangements to move temporarily to a space off campus during the required isolation time if they present as positive to a COVID-19 test. Students will need to stay isolated for a minimum of 10 days and must have medical clearance recognized by the University before they will be allowed back into their assigned room and hall.

In cases of social communicable diseases and/or viruses, Students/Residents are still subject to the terms of the University Housing Contract, including rents and charges for housing, regardless of whether the student/resident continues to reside in campus housing unless University housing is mandated to be closed by State or Federal action due to a health emergency.

14. Miscellaneous

This Contract is a legal document binding upon me and upon my parents or guardian if I am under 18 years of age. No proposed amendment to this Contract or its Appendix shall be valid unless made in writing and signed by an authorized University contract signatory. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the provision shall be severed from this Contract so long as severance does not affect the enforceability or essential purpose of the remainder of the Contract. The failure of the University to enforce any provision of this Contract shall not waive the University's right to later enforce any provision of this Contract.

This Contract shall be construed by application of Florida law without regard to its conflicts rules and shall be enforced only in courts located in Palm Beach County.

In order to maintain occupancy in housing owned or controlled by the University, the student must sign this housing contract. In the event that a student does not sign this contract but is living in a space owned or controlled by the University (room access and/or signed RCR) they 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, they accept and will abide by all policies and regulations as stated in the Lynn University Policy Manual, in addition to any interim procedures or guidelines issued by the institution.

15. Appendix

All appendices hereto are incorporated into and form part of this Contract by this reference as fully as though contained in the body of this Contract.

**Please note that circumstances not specifically addressed in University policies will be handled on a case-by-case basis by the appropriate vice president. As Lynn University continues to grow, the need may arise to improve, modify, revise, supplement, or rescind, suspend, terminate, or change policies, procedures, programs, or portions of this volume. Additionally, county, state and federal laws, executive orders, or guidelines affecting University operations may require changes to University policies and procedures.*

Therefore, Lynn University reserves the right to make any changes at its sole and absolute discretion as deemed necessary. The campus community may receive updated information concerning these changes from time to time. Institutional policies and interim guidance may be found online at <https://www.lynn.edu/university-policies>.

Appendix:
Lynn University, Inc.
COVID-19 Housing Contract Appendix

The Housing and Residence Life team is finalizing plans for the 2021–22 academic year that will support the health and welfare of our entire community.

The nature of congregate housing may increase a resident's risk of exposure to communicable diseases, including the latest coronavirus. Lynn University is monitoring guidance provided by government and health authorities to increase physical distancing in community living environments. As a result, the University will reduce the number of individuals living in our residence halls. The University also is increasing its health and sanitation procedures, which are subject to change on an ongoing basis.

Please carefully review each item below and the housing contract to understand the requirements and expectations of residing in University owned or operated housing for the 2021–22 academic year. Please also note that signing a housing contract does not guarantee University housing for the 2021-22 academic year.

Community living on campus during the 2021-22 academic year

Lynn's residential facilities are designed to encourage student interaction, so we have implemented community standards and processes that permit interaction within government and health guidelines. These changes will promote social distancing and other means intended to reduce the risk of potential exposure to the coronavirus. These elements may be adjusted as conditions permit during the academic year. For example:

- Room assignments:
 - We will offer a combination of singles with community bathrooms, doubles with private and community bathrooms, and suite style living units for students.
 - We will not assign triple bedrooms this year.
 - We cannot guarantee a single bedroom occupancy to all students who request it.
- Residence hall opening or closing dates may adjust:
 - We will continue to monitor conditions to determine the best time to open the halls for the fall semester. Please note that all anticipated or confirmed move-in dates are subject to change based upon the University's response to new and unexpected conditions and expectations.
 - Students will be assigned a day and time for move-in, this information will be communicated at a later date. Housing and Residence Life will not allow any early arrivals.
- Not all amenities/space will be available, and we may adjust standard services within the halls.
 - Waterspouts on fountains will be restricted from use.
 - Some recreation equipment and games may be unavailable.
 - Community lounges, elevators and laundry rooms will be limited in capacity.
 - The Bobby Campbell Dining Commons may limit occupancy, the amount of time students may stay within dining facilities, or make other operational adjustments needed to address health and safety concerns.
- The requirement of relocation for isolation (positive case and exposure):
 - The University will have a limited number of isolation rooms available.

- On-campus residents should be prepared to make their own arrangements to move temporarily to a space off campus during any required isolation after presenting as positive to a COVID-19 test.
 - The Housing and Residence Life team will work closely with the Health Center staff to determine if a student should relocate.
 - Students will need to stay isolated for a minimum of 10 days and must have medical clearance recognized by the University before they will be allowed back into their assigned room and hall.
- Community living expectations:
 - If the semester is delivered in one continuous term, students must be registered for a minimum of 12 credit hours. If the semester is delivered in a block format, students must be registered for at least one face-to-face class during each block of the term. If a student is not registered for a class during a specific block, that student will not be allowed to reside in their assigned space during that time.
 - Students will be responsible for maintaining a clean living environment within their room or suite. Students should provide cleaning supplies to use within the room and suite.
 - Housing and Residence Life staff will conduct health and safety inspections of the living space to ensure the space is being maintained in a safe manner.
 - Students are expected to follow federal, state, and local health official requirements in addition to University requirements and to practice social distancing when in the hall.
 - Students are expected to wear masks when in public spaces of residence halls such as lobbies, lounges, and other public spaces.
 - Students are expected to keep gatherings smaller than the posted occupancy of the space.
 - Access to residential spaces is restricted only to residential students, University staff, and approved vendors.
 - Residents may only enter the residential building to which they are assigned unless otherwise posted (i.e., staff offices).
 - Residents may have no other building residents as a guest in their assigned room.
 - No visitors, including overnight guests, are permitted in any hall.
 - Student-initiated room change requests may be restricted or limited after occupancy.

Sincerely,

Housing and Residence Life
Lynn University