TERMS OF STUDENT HOUSING AGREEMENT

Loyola University of Chicago (the “University”) seeks to provide on-campus living for students at a reasonable rate. The University operates housing and dining services on a full academic year contract basis.

By submitting electronically the Residence Life on-line Request for Housing (the “Request for Housing”), a student or prospective student (the “Student”) is committing to the terms and conditions set forth therein as if he or she had signed this Student Housing Agreement (this “Student Housing Agreement”) between the University and the Student in his or her own hand. By submitting the Request for Housing, the Student certifies that he or she has read and understood the terms and conditions of this Student Housing Agreement and agrees to be bound by the provisions of the same. Each Student who resides on campus must agree to the terms and conditions of this Student Housing Agreement. The University recommends that the Student keep all records relating to this Student Housing Agreement and to print or download an electronic copy of his or her signed Student Housing Agreement.

Electronic submission of the Request for Housing does not guarantee a housing assignment. The Student will be notified through electronic mail when a housing assignment is confirmed. The Request for Housing is deemed accepted by the University and becomes an effective and binding agreement (legal contract) between the parties on the date of receipt by the University of, as applicable, the Student’s housing prepayment or enrollment deposit (as described in Section D below) or notice sent by the University to the Student that he or she has received a waiver of, as applicable, the housing prepayment or enrollment deposit.

A. Housing Policy

The residential experience is considered an integral part of a student’s education. Research shows that students who belong to a campus residential community have a more productive, and ultimately more satisfying, college experience than those who live off campus. Thus, all full-time first-year and second-year students over age 17 and under the age of 21 are required to live on campus and purchase a meal plan unless the student applies for and is granted an exemption from the University’s housing requirement by the Director of the University’s Department of Residence Life (“Residence Life”). A first-year student is defined as a student who is in his or her first year of college after high school. A second-year student is defined as a student who is in his or her second year of college after high school.

B. Contractual Agreement

If the Request for Housing is accepted by the University, the Request for Housing will automatically convert to this Student Housing Agreement between the University and the Student. This Student Housing Agreement grants the Student a limited license to use and occupy an assigned room under the terms and conditions stated in this Student Housing Agreement, without establishing a landlord/tenant relationship or vesting any property interests in the Student. Unless earlier terminated or released pursuant to this Student Housing Agreement, this Student Housing Agreement is for one academic year (fall and spring semesters), provided that if the Student is starting at Loyola in the spring semester, it is for the spring semester. By entering into this Student Housing Agreement, the Student agrees to make payment of all fees specified in the room and board rate sheet, to observe all rules and regulations of the Residence Life and the University, and to honor the terms and conditions stated in this Student
Housing Agreement. The Student is responsible for all provisions and regulations listed in the University’s Community Standards. No deletions or amendments to this Student Housing Agreement will be accepted without prior consent from Residence Life. In interpreting this Student Housing Agreement, the laws of the State of Illinois will apply.

C. Eligibility and Residency Requirement

Students must be enrolled full-time in 12 or more hours for undergraduate students or six or more hours for graduate or professional students at the University in a degree program to be eligible for University housing. Continuing students not enrolled as full-time students on or before June 1, 2016, for fall semester, or December 31, 2016, for spring semester, may have their Student Housing Agreement canceled and their space reassigned.

Any student who is required to live on campus and who has not entered into an effective Student Housing Agreement with the University may be responsible for the cost of room and board if he or she has not been granted an exemption from the residency requirement by Residence Life. The residency requirement does not preclude the University from removing a student from the residence halls or terminating this Student Housing Agreement.

Students must turn 18 years of age on or before December 1, 2016, to be eligible for University housing. Applicants not meeting these requirements who wish to reside in on-campus housing must receive written permission from the Director of Residence Life to live in on-campus housing. Students younger than this age who do not receive approval from the Director of Residence Life to reside in on-campus housing must live off-campus with a parent or legal guardian.

Registered Sex Offenders are prohibited from living in the University's residence halls. Additionally, Registered Sex Offenders are prohibited from being within the living areas of the University’s residence halls as a guest, volunteer, or any other capacity.

D. Application Procedures

The University agrees to reserve a housing space for a student who submits a Request for Housing, subject to the following conditions:

New First-Year and Undergraduate Transfer Students to the Residence Halls

New first-year and undergraduate transfer students are not subject to a housing prepayment but must pay a $500 enrollment deposit to the University unless such enrollment deposit requirement is otherwise waived by the University. Building assignments typically will be e-mailed starting in early June. Specific room assignments typically will be e-mailed during July. For students starting at Loyola in the spring semester, room assignments are typically made in early December.

Returning Undergraduate Students to the Residence Halls and All Graduate and Professional Students in the Residence Halls

For returning undergraduate students and all graduate or professional students, a housing prepayment of $500 must be paid to the University, unless such prepayment requirement is otherwise waived by the University. The University will not approve the Request for Housing or make any room assignment prior to receipt of the prepayment or approval of a prepayment waiver. Returning undergraduate students’
and graduate and professional students’ priority will be established by the reapplication guidelines which are set for each academic year. These guidelines are advertised through hall meetings, posted on the Residence Life website, and communicated through e-mails sent to students. Initial communication regarding room assignments will be e-mailed at the conclusion of the Room Reapplication Process in the spring semester and will continue on a rolling basis until the start of the fall semester.

If space in a University-owned housing facility is filled when the Request for Housing and applicable prepayment are received, the University may either maintain a deferred housing system (commonly referred to as a “wait list”) or accommodate the Student in either temporary overflow accommodations or in off-campus space rented by the University for student housing. The University also reserves the right to decline to accept the Request for Housing.

E. Payment

Students must pay all 2016-2017 room and board fees posted to their student accounts. The $500 returning undergraduate, graduate and professional student prepayment will be applied to the housing charges on the Student’s account during the first billing cycle of the fall term. Payment of these fees is subject to all established policies of the University’s Office of the Bursar (http://www.luc.edu/bursar/policies.shtml).

F. Student Requests for Release from this Student Housing Agreement

Students may request a release from this Student Housing Agreement without penalty (with the exception of any applicable prepayment or deposit) within the following timeframes:

First-year Students: Any time prior to May 1, 2016.

Undergraduate Transfer Students: Within 15 calendar days from the written notification of assignment or the “Occupancy Begins” date as established in Section J below, whichever comes first (written communication may be electronic or paper).

Returning Undergraduate, Graduate and Professional Students: Within 15 calendar from receipt of assignment confirmation or the “Occupancy Begins” date as established in Section J below, whichever comes first (written confirmation may be electronic or paper).

Students may request a release from this Student Housing Agreement during such timeframe by completing the online Request for Release form online at http://www.luc.edu/eRelease. No verbal notices or notices sent to any other departments serve as a valid Request for Release from this Student Housing Agreement. If the aforementioned timeframes are not met, this Student Housing Agreement becomes a binding agreement which may not be disregarded by the Student and will continue to be effective unless the Student is granted a written release by Residence Life. Requests for Release from this Student Housing Agreement may be secured from Residence Life. Failure to occupy an assigned space, changing from full-time to part-time status or achieving junior academic status does not negate this Student Housing Agreement. If the Student changes from full-time to part-time status, the Student must request and receive permission from the Director of Residence Life to remain in the residence halls. If the Student is released from this Student Housing Agreement, room charges will be charged until the Student has vacated his or her room. This Student Housing Agreement may be terminated by
the University at any time in accordance with the University’s Community Standards or as set forth in this Student Housing Agreement.

G. Students with Disabilities

Students who may require an accommodation in housing should notify Services for Students with Disability (“SSWD”) in the Sullivan Center for Student Services at 773-508-3700 in a timely manner. SSWD will then contact Residence Life regarding any appropriate accommodation. Students should request these accommodations prior to their priority application deadline.

H. Refund and Forfeiture Policy

In the event the Student is removed from the residence halls for student conduct and/or disciplinary reasons, the Student will remain fully responsible for all room and board charges and fees for that term. The $500 housing prepayment for returning undergraduate, graduate and professional students will be refunded only if residency cannot be provided by the University by the first day of the term.

I. Occupancy

The Student agrees to occupy an assigned room in one of the University’s student residence halls or apartments for the 2016-2017 academic year (as set forth below in Section J). The University agrees to permit the Student’s occupancy in accordance with the terms and conditions of this Student Housing Agreement. The Student agrees that he or she will not allow any other person to remain overnight or to occupy his or her unit unless it falls within applicable guest policies and procedures, including the University’s Community Standards. The Student agrees not to lend or give his or her University ID card or room key to any other person.

J. Dates of Occupancy

Occupancy Begins*

First-year/Undergraduate Transfer Students: 7:00 a.m. on August 23, 2016
Returning Undergraduate Students: 8:00 a.m. on August 27, 2016
Graduate or Professional Students: 10:00 a.m. on August 21, 2016

*Actual move-in dates and times are assigned by Residence Life and sent out in the July assignment e-mail.

Occupancy Ends

First-year/Transfer/Returning Undergraduate Students: after last final but no later than 12:00 noon on Sunday, May 7, 2017
Graduate or Professional Student and Graduating Seniors: after last final but no later than 12:00 noon on Sunday, May 14, 2017
The Student must vacate the residence hall for winter break by the end of 24 hours after the Student’s last final exam, but no later than 12:00 noon on Sunday, December 18 2016. The residence halls will re-
open for occupancy at 12:00 noon on Sunday, January 15, 2017. Students living in Baumhart, Bellarmine, Fordham or Santa Clara are not required to vacate the residence halls over winter break.

The University reserves the right to close the residence halls during the University’s spring break and may require all students to vacate the halls for all or part of the break.

K. Room Rates for Academic Year 2016-2017

For specifics regarding room rates, please refer to Residence Life’s website at http://luc.edu/reslife/roomboard/2016-2017 rates. Inclusion of specific rate types for the buildings reflected through the link above should not be interpreted to mean all such rate and room types are available in each building for a given academic year.

The Student agrees to pay the applicable room rates, which are billed in two equal installments, one each academic semester, by the due dates established and announced by the University. Except as otherwise provided by University policy, once the Student has checked in to his or her room, the Student is liable for the applicable room rate for the entire academic year, regardless of whether the Student remains in the residence halls for the entire academic year.

L. Assignment Policy

The inability to honor assignment preferences will not void this Student Housing Agreement. The University reserves the right to change room assignments and occupancy levels or to terminate or refuse to accept a Student Housing Agreement, in the interest of health, discipline, housing needs or the welfare of the Student and/or other students. The Student may not transfer his or her right to occupy a residence hall room to anyone else and may not sublet any part of the premises.

Single room assignments in double occupancy rooms are available only when space permits. Single room assignments cannot be guaranteed prior to the beginning of the semester.

The University administers decisions regarding room assignments without regard to race, color, religion, national origin, sexual or political orientation, disability, veteran status or other protected status. The University will make reasonable accommodations in housing for students with disabilities.

The University reserves the right to determine room assignments, and to change the Student’s room assignment for reasons determined necessary by the University.

It is the policy of the University to give preference in housing assignments to students who reside outside the greater Chicago area. In accordance with this policy, the University reserves the right to cancel this Student Housing Agreement prior to the published date for residence hall opening in the fall or spring semesters where this Student Housing Agreement has been entered into with a student who resides within the greater Chicago area. The cancellation of this Student Housing Agreement, notification of cancellation, establishment of priorities to regain residence, definition of the greater Chicago area, and other matters are governed by established procedures that are available upon request.

Any room assignment not claimed by 12:00 noon of the second day of classes in a semester may be reassigned as needed. In such event, the Student originally assigned to that room may continue to be charged for the room. If the Student continues to seek a room assignment after that time, a different
room assignment may be determined by the University based upon the remaining room options available, if any.

**M. Consolidation**

It is not the policy of Residence Life to move students from one assignment to another unnecessarily. However, situations can arise in which relocation is warranted. The Student is expected to cooperate fully in occasions where moves are required, such as consolidation, reassignment due to maintenance requirements, administrative moves, and other similar circumstances. Consolidation means that the Student may be paired with a new roommate so that additional space may be freed up in the facility to accommodate new students or single room requests. Consolidation necessitates someone moving in with the Student or the Student moving in with someone else. When this occurs, the Student is notified of the date someone is moving in or the date by which the Student is required to move to the new room assignment.

**N. Housing and Other Charges**

The Student authorizes the University to post Residence Life charges directly to his or her Student account. The Student understands that the charges may include, but are not be limited to, housing costs, meal plan costs, fines for conduct violations, damage charges, lockout charges, and any other associated housing fees. The Student should contact Residence Life directly for a description of charges. The Student understands and agrees to policies of the University’s Office of the Bursar (http://www.luc.edu/bursar/policies.shtml) and accepts these terms as the Student’s personal responsibility any debt arising in connection with this Student Housing Agreement.

**O. Meal Plan**

All undergraduate students residing in University housing are required to have a meal plan. A first-year or second-year student, as defined by this Student Housing Agreement, is required to choose an all access meal plan. A first-year or second-year student who does not select a meal plan will be assigned the Five Day All-Access Plan plus $250 declining balance per semester meal plan. A student in his or her third year and above who does not choose a meal plan will be assigned the $780 declining balance meal plan. Meal plans are not transferable. More information about food service availability, dining options, and meal plans is available at: www.luc.edu/dining. The University reserves the right to change food service options.

**P. Liability and Damage**

The Student is responsible in full for any damage to or loss of his or her property, including money, personal belongings, computers and electronics, or other items of value, located in or on the University’s premises. The University disclaims any and all liability for damage to or loss of the Student’s property.

The Student is responsible for, and will be charged the costs of replacement and/or repair of, any and all damage that occurs in his or her unit, regardless of whom or what caused the damage (other than damage caused exclusively by a failure in a mechanical or plumbing system of the University). The Student is also responsible for, and will be charged the costs of replacement and/or repair of, any and all
damage he or she may cause (alone or with others) to any other area of the residence hall or the University.

The Student agrees that he or she shall be responsible for any malicious damage which occurs to any common area of the residence hall when the University is unable to determine the person who is at fault. The Student will be charged for the cost of repairing the damage as determined by the University. The total costs for repairs will be divided equally among all members of the applicable community, as determined by the University.

The Student agrees to be responsible for the conduct of any guests who are in the residence hall at the invitation or permission of the Student.

If the Student is assessed charges pursuant to Section N above, the Student agrees that the University has the right, at its discretion, to either issue an invoice to the Student for the costs or offset the costs against any amounts the University may owe the Student.

Q. Right of Entry

Authorized University representatives may enter the residence halls and the Student’s unit at any time without prior notice, after knocking and announcing their presence, for the purposes of: (1) making necessary or agreed-upon repairs; (2) supplying necessary or agreed-upon services; (3) investigating health or safety concerns, or suspected violations of housing and other University policies (including, but not limited to, violations of firearm/weapons policies or drug, tobacco, and alcohol use policies); (4) verifying occupancy; (5) conducting inventories of University property; and (6) conducting facility inspections. Authorized University representatives may remove items that are in violation of University, federal, state or municipal regulations. The Student will be informed promptly after such an entry is made and advised if authorized University representatives have discovered any violations.

R. Termination

The University reserves the right to terminate this Student Housing Agreement and the Student’s residency because of improper or unsafe conduct by the Student or failure of the Student to comply with any term or condition of this Student Housing Agreement, including but not limited to the failure to comply with University policies and applicable law. The University’s termination of this Student Housing Agreement does not relieve the Student’s obligation to pay the room rate for the full Academic Year. If the Student withdraws from the University, this Student Housing Agreement will terminate and eligibility for any refund will be determined by the University’s refund policy and after the consideration of student conduct proceedings and/or sanctions, if applicable. The Student shall vacate the residence hall within 48 hours of actual withdrawal (i.e., no registration for any classes) unless otherwise approved by Residence Life.

S. Pets

No pets or animals are permitted in campus housing at any time, with the exception of (1) fish contained in a small tank of not more than two gallons; and (2) a service or support animal authorized and approved by the University that is individually trained to do work or perform tasks for the benefit of an individual with a disability that is directly related to that individual’s disability.
T. Check-In/Check-Out

The Student may move into the residence halls at the date and time listed on his or her assignment notice:

• At the time of check-in, the Student is responsible for inspection of the overall condition of the assigned room and must electronically sign a “Room Condition Report” (“eRCR”) at the time of move-in.

• Check-out occurs when the Student has his or her unit checked by a Residence Life staff member at the time of move out, has electronically re-signed the eRCR, and has returned all keys.

• It is the responsibility of the Student to arrange an appointment to check-out and to turn in keys. If the Student fails to do so in a timely manner, the University may post to the Student’s account a check-out charge, a lock change charge, and other associated costs.

• The Student is required to remove all personal belongings from his or her unit prior to check-out. The Student agrees that the University may treat as abandoned any property left in the Student’s room after the Student moves out. The University has no obligation to store or to attempt to return abandoned property to the Student and will dispose of the property according to University policy or practice.

• After check-out, all disputes of charges must be submitted to Residence Life no later than 24 hours after the submission of the eRCR.

U. Compliance with Other University Policies and Applicable Law

The Student acknowledges that he or she is aware that the University has a number of policies that relate to and govern student conduct. Those policies are contained in several different documents, including, but not limited to, the University’s Community Standards; the University’s Code of Student Conduct; the Undergraduate Studies Catalog; and the University’s Course Catalogue. At all times, the Student is responsible for accessing on-line the most up-to-date version of such University policies. Policies posted on-line are the most current versions and are intended to supersede prior on-line versions and hard copies. The Student agrees to become familiar with these documents and policies and to comply with the obligations set forth in these publications and in other University policy statements that pertain to students or student conduct or activities, as they may be amended from time to time. Students are also required to comply with the laws of the United States, the State of Illinois, and all ordinances and regulations of the City of Chicago. Violations of University policies during the winter break period are treated as spring semester violations.

V. Statement of Non-Discrimination

The University admits students without regard to their race, color, sex, age, national or ethnic origin, religion, sexual orientation, ancestry, military discharge or status, marital status, parental status, or any other protected status to all the rights, privileges, programs, and other activities generally accorded or made available to students at the University. The University does not discriminate on the basis of race, color, sex, age, national or ethnic origin, religion, sexual orientation, ancestry, military discharge or status, marital status, parental status, or any other protected status in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other University administered programs.
Otherwise qualified persons are not subject to discrimination on the basis of disability.

All University policies, practices and procedures are administered in a manner consistent with the University's Catholic and Jesuit identity and character.

W. Certification

By electronically submitting the Request for Housing, I certify and understand that: (a) I have read and understood the terms and conditions of this Student Housing Agreement; (b) if the Request for Housing is accepted by the University, the Request for Housing will automatically convert to this Student Housing Agreement; (c) this Student Housing Agreement will be a legally binding contract; and (d) I agree to be bound by the provisions of this Student Housing Agreement.

I understand that if I am a minor (under 18 years of age), my parent or guardian must also read and agree to the following statement:

When I(We) click the “I(We) Agree” box below, I(We) attach my(our) electronic signature(s) to, and agree to be bound by, the terms and conditions of this Student Housing Agreement.

I(We) Agree