



## Office of Residence Life Residence Hall Housing Agreement 2022-2023

The Residence Hall Housing Agreement details the terms and conditions under which Saint Leo University grants Students access to University owned and/or operated residence halls. Students are responsible for becoming familiar with and abiding by all provisions of these Terms. Questions concerning interpretation should be directed to the Office of Residence Life (352-588-8268). The University agrees to furnish to the Student a housing space in accordance with these Terms. These Terms do not create or cause to be created an estate, a tenancy, or any other interest in property passing from the University to the Student. Instead, the relationship between the University and the Student is that of licensor and licensee and the sole right of the Student to use his/her assigned room as a living unit is subject to and limited by the license granted in these Terms. The license created by these Terms is non-assignable.

### PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

#### ELIGIBILITY

1. All residents must be enrolled as full-time University Campus graduate or undergraduate Students on Saint Leo University main campus in order to live on campus. Students falling below the full-time level may be required to leave the residence halls. Full-time is defined by a minimum load of twelve semester hours. Students at the Graduate Level approved for residential housing must meet the definition for full time as defined by their program. All residential Students are required to provide proof of meningitis and hepatitis B vaccines (recorded on the Immunization Form). All international Students are required to provide proof of a negative tuberculosis screening. **(Note: Saint Leo's residence halls are designed for traditional age Students. All requests for housing made by a Student who is 28 years of age or older at the time of request or any graduate level students must be submitted to the Director of Residence Life.)** Please note, if you decline the vaccines you may be asked to leave campus at your own expense if there is an outbreak.
2. Students who lose eligibility to reside on campus, must withdraw from the residence hall within 24 hours. Exceptions to remain in the residence halls will be determined by the Director of Residence Life or designee on a case-by-case basis. The cancellation and release provisions described elsewhere in this Agreement will determine any remaining obligations. All housing releases will be issued in writing and will detail the terms of the release.
3. All residential Students living at University Campus are required to have and pay for the meal plan determined by their housing assignment.
4. New and returning Students requesting housing must have this agreement signed and **submitted by June 1, 2022 for Fall 2022 and by December 11, 2022 for Spring 2023**. Students requesting housing after the deadline will be housed if space is available.

#### DURATION

1. This Agreement is effective upon the date the University receives a signed Agreement from the student. The Agreement will remain in effect until the closing of the residence halls at the end of each academic year.
2. Unless an extension, as in the case of a graduating senior, is authorized by the Director of Residence Life or designee, Students must check out of their assigned space within 24 hours of their last final examination or release from housing.
3. Residential Students may occupy their assigned housing from the official opening to the official closing of the residence halls, according to the dates published in the University academic calendar, or until their last scheduled examinations, whichever occurs first.
4. No Student will be assigned or allowed to occupy a room until the signed acceptance of this Agreement is received by the University.
5. The residence halls are closed during Winter Break from December 12, 2022 until January 10, 2023. Consideration may be given to Students who need to remain on campus during this period. All requests for consideration need to be in writing and submitted to the Director of Residence Life or designee for approval. Additional fees apply.
6. Students may arrive up to one week prior to their official check-in date if they have been approved for early arrival. Students arriving early for fall or spring term will be charged an additional daily fee. Approval for early arrivals must be made by the Director of Residence Life or designee. Charges for early arrivals will be billed to Student accounts.

#### ROOM ASSIGNMENTS

1. Under this Agreement, a residential Student is granted the use of an assigned space in a furnished room in the residence halls, reasonable use of public areas within the residence halls, and reasonable access to the applicable programs /services offered by the Office of Residence Life.
2. Room assignments are based on the receipt date of the housing application materials and fees, and when reasonably possible, in accordance with the request for residence room type, roommate, and/or other specified option(s).
3. If the University is unable to provide the Student (and other occupants) with the room assigned, the Student (and other occupants) will be reassigned to another room.
4. If vacancies occur in a double room that a Student occupies, the University may assign another Student to the vacant space without prior notice to the Student, or may reassign the Student to other accommodations. A Student may request to keep the room as a single, and if the request is granted, he/she agrees to pay an additional charge.
5. Room change requests may be granted by the Director of Residence Life or designee on a case-by-case basis and only after other avenues of conflict mediation have been exhausted. Unauthorized changes may result in a \$75.00 fine and

cancellation of the change. Absent extraordinary circumstances, room changes will not occur during the first two weeks or the last two weeks of the semester.

6. If applications for University housing exceed the space available, the University reserves the right to use floor lounges, common areas or off-site housing for residential purposes, pending assignment or relocation of permanent living space.
7. The University does not provide housing for residential Students during Winter Break or Summer Break. Upon approval by the University, this Agreement may be extended for an additional fee. If such a request is granted, relocation may be required.
8. The University may change or cancel room assignments in the interest of order, health, discipline, maximizing the use of facilities, necessary repairs, disaster, or other legitimate reasons deemed appropriate in the sole discretion of the University. This includes making temporary assignments, cancellations and re-assignments when warranted.

### **CONDUCT**

1. Student must agree to observe the Code of Conduct. Policy violations may result in disciplinary action as outlined in the Code of Conduct: [www.saintleo.edu/codeofconduct](http://www.saintleo.edu/codeofconduct).
2. Students agree to comply with all federal, state, and local laws while in residence.
3. Students who are required to vacate the residence halls for a violation of this Agreement, including conduct violations, will receive a pro-rated refund of housing and meal costs only, based on the University's refund policy.

### **CARE OF FACILITIES AND DAMAGES**

1. Occupancy of a room is limited to the Student(s) assigned to that room. The room will be used as a living space, and the space will not be temporarily or permanently loaned to or occupied by any person not assigned to that room. Guest policies are outlined in the Code of Conduct.
2. Students are responsible for keeping their rooms sanitary and safe and they must promptly report any deteriorated condition(s) in or to their room and/or its furnishings to the Office of Residence Life.
3. Students agree to take the following reasonable steps to minimize the growth of mold and/or mildew within their room:
  - a. Remove any visible moisture accumulation in or on the room, including on walls, windows, floors, ceilings, and bathroom fixtures.
  - b. Mop up spills and thoroughly dry any damp areas as soon as possible.
  - c. Clean and dust the room regularly and keep the room, particularly the kitchen and bathroom, sanitary and dry.
  - d. Keep windows and doors closed while air conditioning is running.
  - e. Report any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the room as well as any inoperable doors or windows and any moldy, dank or "off-odors" in the room, even if mold or mildew is not evident.
4. Students agree to maintain the room and common areas in a manner that prevents the occurrence of an infestation caused by bed bugs or other pests. Students shall immediately notify the Office of Residence Life in writing of the presence of bed bugs and/or any other pests.
5. The use of the Student's room or any part of the Residence Hall facilities for any commercial purpose is prohibited.
6. Students and legal guardian(s) (if applicable) agree to be directly and financially responsible for keeping the assigned room and its furnishings free from damage, including but not limited to the cleaning and cost of repairs to any plumbing fixture where a stoppage has occurred, or the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
7. Students will be billed for damages, alterations, or the unauthorized use of their assigned room, the loss of furnishings and equipment assigned to their use, any cleaning necessary due to the improper care or maintenance or maintenance of their room or the furnishings, or damages caused by the failure to report problems in the room.
8. Students must report the loss of the assigned room key to the Office of Residence Life immediately. Students are responsible for paying the charge for a replacement key and/or the change for the lock on their room door(s) if the key is lost or not returned upon checkout.
9. Students understand they are responsible for possessing their room key at all times. Staff are not responsible for keying into the Students' room if they are locked out; therefore, a fee may be charged for this service.
10. **Students agree to cooperate with roommate(s) and other residents in the protection of common area property. When common areas or equipment of the residence hall is damaged, and the person(s) responsible cannot be identified, the University reserves the right to distribute the damage charges equally among all residents. Common areas include: hallways, walkways, stairwells, elevators, laundry, bathrooms, lounges, and recreation rooms.**
11. **If individual responsibility for damage in a room cannot be determined, all Students assigned to that room will be held accountable and financially responsible.**
12. The University has the right to inspect for damages prior to any checkout period.
13. The University is **NOT** responsible for any stolen or damaged personal property. Students are encouraged to purchase renter's insurance and/or to make sure their property is covered under their homeowner's insurance. Students are responsible for making sure their rooms and suites are secured. *If personal property is stolen or damaged, Students must immediately report this to the Offices of Campus Security and Residence Life.*
14. Residence hall closures due to inclement weather are beyond the University's control, therefore, the University will not refund housing charges or reimburse students for any personal items damaged as a result of inclement weather. Students will not be reimbursed for any related travel or lodging expenditures incurred as a result of an evacuation from on-campus housing. Students are encouraged to review their personal property insurance or their parent/guardian's homeowners insurance for potential reimbursements for storm-related expenses.

## **LIABILITY**

1. Saint Leo University does not assume the responsibility for any theft, loss, failure or interruption of utilities, or damage to persons or personal property in University owned and/or operated residence halls.
2. Students specifically agree to be liable for damage or other loss incurred to the building, room, furniture and equipment that is not the result of ordinary wear and tear. By signing this Agreement, the Student understands and acknowledges that damage within the Students' rooms is the responsibility of the Students assigned to those rooms, and any damages that occur to public areas (e.g., restrooms, lounges, study rooms, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The Student agrees to pay any cost of repair or replacement to the University upon demand.
3. By signing this Agreement, Students understand and agree there may be other incremental fees assessed to their Saint Leo University Student account and they authorize Saint Leo University to use any credits from Financial Aid received through Title IV or other programs to cover the fees assessed by Saint Leo University.

## **ROOM ENTRY**

1. The University reserves the right to enter a room for any reason, including, but not limited to, maintenance, verification of occupancy, improvements, cleaning, pest control, recovery of property, preservation of campus order, compliance with federal, state or local laws or University policy or procedures, fire and safety inspections as necessary for the health and general welfare of the community.

## **AGREEMENT PAYMENT AND FEES**

1. Failure to make required payments does not relieve the Student from the obligations and duties under this Agreement. The University's option to enforce this Agreement by actions such as charging a Student's account, denying a transcript, prohibiting participation in commencement exercises, or registering for future classes does not terminate this Agreement or release the Student from any liability for payments owed or performance under this Agreement.

## **AGREEMENT CANCELLATION**

1. The University may elect to cancel the Student's housing assignment for any reason deemed to be in the University's best interest, such as, but not limited to, the violation of any of terms or conditions of this Agreement, any University policy, procedure, or housing regulation, or federal, state or local law. In situations when life, limb or property may reasonably be jeopardized, immediate notice of cancellation will occur. Examples of types of behavior that may be construed as potentially jeopardizing life, limb or property include, but are not limited to, the following actions by the Student: (1) use, possession, sale or purchase of illegal drugs; (2) use or possession of firearms, explosives, fireworks, or dangerous weapons; (3) use or storage of flammable liquids or other dangerous substances; (4) damage, destruction, or theft of residence hall property or personal property; (5) physical acts of violence or threats of violence/intimidation; (6) tampering with or misusing fire safety equipment or alarms; (7) tampering with or misusing elevators; (8) setting fires; or (9) arrests, pending criminal charge(s), and/or conviction(s) for any criminal offense of a serious nature as determined by the University in its sole discretion. All such decisions will be made by the Associate Vice President for Student Affairs or designee.
2. Failure to claim an assigned space by the first day of classes may result in reassignment or loss of residence hall space, but does not constitute cancellation of this Agreement.

## **AGREEMENT RELEASE**

1. Occupancy
  - a. University Campus Students may be released from this Agreement if they meet one of the following conditions:
    - 1) Senior status, defined as completion of 90 semester hours, or three years of full-time enrollment;
    - 2) 23 years of age or older
    - 3) Married or living locally while pregnant or with minor children;
    - 4) Military Veteran with two years of active service;
    - 5) Living at home with legal parent(s), legal guardian(s), or in family owned property within a reasonable geographical radius of the Saint Leo University Campus Location as determined by the Director of Residence Life or designee;
    - 6) Medical documentation substantiating the existence of a disability that cannot be reasonably accommodated in residential housing and/or meal plans (requires Office of Accessibility Services approval);
    - 7) Internship and/or Student teaching responsibilities that require an extended absence from the Saint Leo campus.
    - 8) Withdrawal from the Saint Leo University
  - b. Students who are released from these Housing Agreement will be charged a pro-rated fee for housing based upon the date the room key(s) are returned. Meal charges will be pro-rated based on the date of cancellation/meal plan change request.
2. A release is a written notice from the Office of Residence Life discharging Students from their remaining obligations to pay the applicable room and meal charges. Requests for release from this Agreement must be submitted to the Director of Residence Life or designee.
3. The date of a Student's housing termination will be determined by the following criteria: the day the room key is returned and he/she checks out of the room with a member of the Residence Life staff; if the Student vacates the room without notice, the day that the Office of Residence Life learns and verifies that he/she has vacated the room; or, if he/she never occupies their assigned room, the day that the Office of Residence Life determines that the assigned space is vacant.
4. All information submitted in support of a request for release is subject to verification.

### **STORAGE OF PERSONAL GOODS**

1. Students are responsible for removing and appropriately discarding personal belongings from their assigned rooms. Personal property is deemed abandoned if not claimed immediately upon vacating a housing space.
2. All such abandoned personal property becomes the property of the University.
3. The University does *not* provide storage space in residence halls during summer or other breaks. The University is not responsible for any personal items left in the residence halls over such breaks.

### **MOVE OUT CONDITION**

1. Students are responsible for leaving their room and common areas clean and in good repair, including the windows, bathrooms, kitchen appliances, and furniture. If the Student fails to clean the room or if any furniture or appliances have been damaged, the Student will be liable for reasonable charges for cleaning, repair, or replacement.

### **ENFORCEMENT OF THIS AGREEMENT**

1. The failure of the University to enforce any provisions of this Agreement is not a waiver of that provision or any other term or condition.
2. If any litigation arises as a result of the execution of, enforcement of, or collection action taken pursuant to this Agreement, the University is entitled to recover all costs of such litigation, including reasonable attorney fees and costs, whether at trial or upon appeal.

### **STATEMENT OF CRIMINAL RECORD**

1. Students must report any arrests, pending criminal charge(s) (excluding minor traffic citations), notice to appear citation(s), or criminal conviction(s), even if the adjudication or sentence has been withheld. This reporting obligation includes specifying the charge(s), when and where it occurred, and the case number (if any). This information must be provided as a separate attachment to this Agreement, or in the event of an arrest, pending criminal charge(s) (excluding minor traffic citations), notice to appear citation(s), or conviction(s) occurring after submission of this Agreement, notice shall be provided in writing to the Director of Residence Life within ten (10) business days following the reportable event.

**The UNDERSIGNED Student and parent/guardian (if under 18) agree to the following:**

I (we) understand and agree that all fees, tuition, room and board charges stated in the University Catalog, plus any additional fees and charges arising from costs incurred by the Student, or specifically contracted for by the Student, are due and payable by the undersigned on the dates specified.

I (we) understand and agree that housing and board costs for the Winter Break and Summer Break are not included in the tuition, room and board, or other fees covering the Fall and Spring semesters. If I wish to reside on campus during the Winter break and/or Summer break, I must pay additional fees for such room and board, regardless of my academic standing or distribution of credits across the academic year. Housing and board fee information for the Winter Break and Summer Break is available from the Saint Leo University Office of Residence Life. All charges are payable in United States currency only. By signing this document, I understand I am granting the University a security interest in my diploma and official transcript. This means that in addition to all other available remedies, the University may refuse to provide a diploma, transcript, or withhold services if my financial accounts are not current.

I will be living on campus during the Academic Year 2022-2023. I have received and read this Agreement, am fully aware of its content, and agree to abide by same.

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First MI Last

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Student ID # Date of Birth Cell Phone # Gender

**By initialing here:** \_\_\_\_\_ I acknowledge that I am required to provide documentation of proof for meningitis and hepatitis B vaccines on the Immunization Form in order to reside in on-campus housing. I understand that if I decline vaccines, I may be asked to leave campus at my own expense if there is an outbreak.

**By initialing here:** \_\_\_\_\_ I acknowledge that I am required to comply with the Statement of Criminal Record in order to reside in on-campus housing.

1. Have you ever been arrested, have currently pending criminal charge(s) (excluding minor traffic citations), been given a notice to appear citation, or been convicted of a crime (misdemeanor or felony)? (A plea of no contest, withholding of adjudication, entering into a pre-trial diversion, or any equivalent is still reportable under this provision.)
  - a. Yes  (\*please provide information specified above on separate page and submit with contract)
  - b. No
2. Answering Yes to the question above does not automatically disqualify you from campus housing or automatically cause your removal, but it may be considered along with other factors like nature of offense, how old the criminal charge is, your age at the time it occurred, factors suggesting rehabilitation and the like. Failing to report is an independent conduct violation and falsification of the admissions application is grounds for admission revocation when discovered. Please review the Code of Conduct for a complete description of the University policies and procedures. Code of Conduct can be found at: [www.saintleo.edu/codeofconduct](http://www.saintleo.edu/codeofconduct)

X \_\_\_\_\_

Signature of Student Date

X \_\_\_\_\_

Parent/Legal Guardian Signature (if under 18) Date