

Louisiana State University of Alexandria
Department of Residential Life
The Oaks Residence Hall Housing Contract

1. ACCEPTANCE OF CONTRACT: Provide your signature, age, and date in the designated area at the end of this contract. If you are less than 18 years of age, your parent or legal guardian must also sign and date below. By signing this contract, you are agreeing to the terms and conditions set forth below.

2. DEFINITION OF TERMS:

- a. This contract governs all residence halls, i.e. The Oaks Residence Hall
- b. The term "residence halls," "building" or "room" applies to i.e. The Oaks Residence Hall.
- c. The term "Academic Year" is based on the LSUA regular academic calendar published in the LSUA General Catalog and website.
- d. The Fall semester officially begins on the publicized move-in date for freshmen or if required to move-in early for the benefit of LSUA.
- e. The Spring semester officially begins the day following Fall Commencement and ends the day after Final Exams end.

3. CONTRACT PERIOD AND ELIGIBILITY

- a. You must be a full-time LSUA student or participant in an LSUA approved program in order to live in an LSUA residence hall for both fall and spring semesters. 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 LSUA student to live in a residence hall.
- b. Length of Contract:
 - 1) Students living in residence halls, have a 9-month contract, August through May. Residence halls will close for the break between the fall and spring; spring and summer; and summer to fall semesters when classes are not in session. LSUA does not guarantee temporary or interim housing during breaks between semesters for students in residence halls closed during these periods.
 - 2) Students who are new arrivals for spring semester will only have one semester under this contract.
- c. Occupancy Dates:
 - 1) Residence halls typically open in August the week before classes begin and close on the last day of finals for each semester.
- d. If your academic program operates on a different calendar from that of the regular LSUA campus, The Oaks may be closed during some periods in which your academic program operates.
- e. Moving out of the Oaks before the end of spring semester is a violation of this contract, and you may pay charges and/or penalties as outlined in section 8 below.

4. ASSIGNMENTS

- a. **Assignment and Subcontract:** This contract is for space within the residence hall system and not for a specific building or room. Subleasing is prohibited. No provision of this contract shall be transferred or assigned. LSUA 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). There will be a 10-day freeze after move-in for any room changes.
- c. **Partial Occupancy:** Residence hall rental rates are based on your room being occupied at its normal capacity. During fall, spring, and summer semesters, if your apartment becomes occupied at less than normal capacity, Residential Life may move someone from the wait-list into your apartment, consolidate apartments, or the resident may declare the room a private room and pay the additional rent for a private room if there is no one on the wait list. Apartments cannot be declared private.

- 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 on a restricted basis; refer to *The Community Guide* for conditions and approval process.
- e. **Online Renewal:** You may be given the opportunity to renew this contract to live in the residence halls via the Internet. 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.
- f. **Housing Cancellation/Withdrawal:** To cancel your housing contract, you must submit the Housing Contract Cancellation Request Form through the Housing Portal. Charges/penalties for cancellation/withdrawal and any refund shall be determined as outlined in sections 7 and 8 below.
- g. **Room assignments and inspections:** LSUA reserves all rights in connection with assignment of rooms; and may, at its sole discretion, make room assignments. LSUA shall have the right to inspect rooms without prior notice to occupant.
- h. **Room changes:** Room changes are not permitted from the time you receive your assignment through the first 10 days of classes. Changes must be approved by the Director of Residential Life or the Community Coordinator. Residents are not permitted to change rooms without approval from the Director of Residential Life or the Community Coordinator. If residents have moved rooms without permission, will be subject to a fine.

5. RENTAL/ELECTRICAL RATES:

- a. The amount will be established and published by the Department of Residential Life for the assigned room. Rates will be posted on the LSUA 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. Basic cable service is included in all rooms. A high-speed data connection and wireless high-speed internet are included for each student in his/her room.
- d. Electrical Cost are included in the price of rent for each occupant; however, LSUA reserves the right to charge an occupant a usage fee where consistent excessive use is observed. Excessive use is based on amounts over \$100 per month.
- e. Rental rates are subject to change at the beginning of each academic year.

6. MEAL PLANS:

- a. Each resident living in the Oaks Residence Hall is required to have a resident meal plan. Meal plan costs are updated each summer and are good for the Fall and Spring semesters.
- b. The 2023 Academic Year cost can be found on the LSUA dining website (<https://dineoncampus.com/LSUAdining/for-residents-commuters--country-day-students>)
- c. Meal plans are non-transferrable and may only be used by resident.
- d. Meal plan options will be available prior to the beginning of the fall semester through Auxiliary Services. Each resident may select their meal plan from options available at the time.
- e. Meal plan cancellations follow the rent cancellation penalty percentage as outlined in Section 8 below. *For example, if the penalty outlined in Section 8 specifies 50% of rent, the meal plan cancellation fee would be 50%.*

7. APPLICATION FEE/ROOM RESERVATION FEE:

- a. A \$75.00 non-refundable application fee shall be paid to the university when a housing application is submitted. Applicable transaction fees may apply based on payment method.
- b. A \$100.00 non-refundable room reservation fee is required at the signing of the Housing Contract for each resident. The room reservation fee is automatically added to your student account after signing your Housing Contract.

8. REFUNDS/FEES/PENALTIES/WITHDRAWALS/CANCELLATIONS: If you cancel your housing assignment or withdraw your housing application, you will be charged or refunded rent as follows: *(All charges associated with withdrawals, cancellations or vacating from the residence hall will be reviewed and assessed within 20 days of notification. Students will have 60 days after notification of the above mentioned to petition any charges.)*

- a. Cancellations received before July 1: a \$175 contract breakage fee will be charged.
- b. Cancellations received after July 1 but before July 31: a \$250 contract breakage fee will be charged.
- c. Cancellations received after July 31 but before move-in day: you are responsible for 25 percent of the fall rent of your assigned room type.
- d. Cancellations received during the fall semester:
 - i. If you resign from LSUA, you are responsible for 100 percent of the remaining rent for your room for the fall semester and will be charged a 50 percent rent penalty for the spring semester.
 - ii. If you move out without resigning from LSUA, you are responsible for 100 percent of the remaining fall rent and will be charged the 50 percent rent penalty for the spring semester.
 - iii. If you apply for housing and sign a contract, but do not check in (no show) you are responsible for 50 percent of the rent for your assigned space for the fall semester and will be charged a 50 percent rent penalty for the spring semester. The penalties for both semesters will be added to the Fall semester.
- e. If you graduate in the fall semester or are academically ineligible to return for the spring semester, you will not be charged the rent penalty or rent for the spring semester.
- f. If you lived in a residence hall for the fall and are eligible to return to LSUA but do not live in a residence hall for the spring semester, you will be charged the rent penalty (50 percent of your fall room type) for the spring.
- g. Cancellations received during the spring or summer semester:
 - i. If you resign (withdraw) from LSUA, you are responsible for 100 percent of the remaining spring or summer rent for your assigned space.
 - ii. If you move out without resigning (withdrawing) from LSUA, you are responsible for 100 percent of the remaining spring or summer rent for your assigned space.
 - iii. If you are a new applicant, and sign a contract, and do not check in (no show), you are responsible for 50 percent of the spring or summer rent for your assigned space for the spring or summer semester.
- h. If you are required to move out of the residence halls as a result of disciplinary action, you will be charged the full semester rent, plus 50% of any future spring semester rent within the same academic contract year (where applicable).
- i. If you continue to occupy the apartment after any move-out deadline given by LSUA or the Department of Residential Life, you will be billed per day at the rate for your apartment type this is in addition to any penalties outlined above.
- j. If you are required to move out of the residence halls for the convenience of the university, you will be eligible for a refund or credit determined by the Department of Residential Life and may not be charged rent for any future term in the contract as long as you do not live in the residence halls.
- k. Meal plan cancellation will follow the rent cancellation penalty as listed within this section. If the cancellation penalty calls for a cost for both Fall and Spring semesters, the meal plan cancellation would only have a cost for the Fall semester.

9. CONDUCT:

- a. You shall abide by the terms and conditions of the *Code of Student Conduct* and all rules and policies of the Department of Residential Life.
- b. **Termination of Contract:** LSUA, at its sole discretion, may terminate this contract for violation of the terms and conditions of this contract or for any violation of LSUA policies, regulations, *The Department of Residential Life 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 LSUA shall not operate as a waiver of any of LSUA's rights as provided herein. You must advise LSUA 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. LSUA, at its sole option, may terminate this contract if you complete, withdraw, or are removed from the approved LSUA program which enables you to live in LSUA housing.

- c. **Safety Hazard:** LSUA, 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. **Tobacco Free:** The use and possession of tobacco and tobacco products is prohibited on campus. The Oaks clubhouse and apartments are tobacco-free. Use of any tobacco product or electronic cigarette is not permitted on LSUA campus including The Oaks grounds and inside any residence hall, apartment rooms, lobbies, hallways, bathrooms, or any other area inside or around the building(s).
- e. **Prohibited Items:** Pets, guns (including, but not limited to firearms, BB guns, pellet guns, air pistols, paint guns, and gun-like items), ammunition (including spent shell casings), explosives, and illegal drugs are not allowed in LSUA residence halls and/or apartment spaces 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 security deposit or application fee.
- f. **Alcoholic beverages:** Possession and consumption of alcoholic beverages in LSUA residence halls shall be in accordance with Residential Life, LSUA, state, and federal regulations, statutes, and policies.
- g. **Guests/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 on a restricted basis; refer to *The Community Guide* for conditions and approval process.
- h. **Fines:** The Department of Residential Life reserves the right to issue a monetary fine to any resident violating any LSUA or The Department of Residential Life policies. Please refer to *The Community Guide* for all Residential Life policies and the *Code of Conduct* for all LSUA policies.

10. 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. LSUA assumes no responsibility and shall not be liable for any loss of or damage to your personal property and you agree to hold LSUA harmless for any such loss or damage.

11. EQUIPMENT MALFUNCTIONS: In the event of a malfunction of mechanical equipment in your residence hall, university personnel shall make an effort to restore operations. Partial 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 may 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 may be charged or refunded any difference in rates.

12. VACATING PREMISES:

- a. Upon expiration or termination of this contract, you agree to vacate the premises, as instructed, upon notice of same, removing all personal items and refuse and leaving the premises clean and in good condition, normal wear accepted.
- b. If you fail to follow the proper procedure to check out of your room, you will be assessed a service charge of \$100. 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 the daily rate for the room type for each day 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 are subject to an item removal and disposal. (*Check-out procedures are outline in the community guide*)
- c. Upon termination of this Agreement, all personal property belonging to you or others must be removed from LSUA property. If you fail to do so, you will be charged a fee for removal and disposal of any such property. In addition, LSUA Residential Life assumes ownership of any such property.

13. Parking: Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. Parking double, in fire lanes, in staff spaces or marked as reserved will result in the vehicle being ticketed or towed at vehicle owner's expense. The Director of Residential Life and/or the Oaks residence life staff is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing the oil or changing tires) is not permitted on site.

Washing cars is not permitted unless designated at a specific time and area by the Director of Residential Life. Vehicles deemed inoperable or in disrepair by the department of Residential Life, may be removed at owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.

- 14. PROPERTY:** You hereby agree to hold the university, its agents, employees and contractors harmless for any loss or damage of personal property remaining on LSUA property after termination of this contract. Furthermore, you agree to indemnify and defend the university, its agents, employees and contractors as to any suits, claims, or demands alleging loss or damage of property of others that was left in your room or apartment or in your possession, custody, or control.
- 15. PHOTO/VIDEO DISCLOSURE & RECONTRACT:** 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 and the Division of Strategic Communications is relinquished from and given all rights, title, and interest a subject may have in the finished photographs, print pieces, electronic versions, videotapes and/or sound recordings for the purpose and promotion of Louisiana State University by the LSUA Division of Enrollment and Student Engagement and/or the Department of Residential Life.

STUDENT NAME (PRINT): _____

STUDENT LSUA ID NUMBER: _____

I agree to abide by the contract terms listed above.

STUDENT SIGNATURE

AGE

DATE

PARENT/GUARDIAN SIGNATURE

(If applicant is under 18 years of age)

DATE

ACCEPTANCE BY LSUA.

This contract is accepted by LSUA, Department of Residential Life, by signature of a duly authorized representative below.

Hannah Boyett

Hannah Boyett, Director of Residential Life

Louisiana State University, Alexandria Designee