

Resident Housing & Meals Contract

NOTE: THIS IS A BINDING CONTRACT

1. **ACCEPTANCE OF CONTRACT.** By signing this Contract, Student agrees that they have read, understand, and agree to the terms and conditions set forth below.
2. **ELIGIBILITY FOR AND DURATION OF CONTRACT.** To be eligible for residency in the residence halls and apartment complexes, one must be a registered full-time student of University, and must remain a registered, full-time student for the duration of the Contract period. For the duration of the Contract period, the student must live in a University residence hall or apartment complex. The Office of University Housing at its sole discretion may permit a part-time University student to live in a residence hall or apartment complex.
3. The term of this Contract ("Term") begins the day classes begin in the Fall Semester and runs continuously until the day after the Spring Semester ends. Move-in dates will be announced prior to the beginning of the Term. If Student's program operates on a different calendar from that of the regular University campus (such as Intensive English Program), Student should be aware that no food service will be provided during some periods in which Student is enrolled in classes or whenever the University is observing a break from classes. Moving out before the end of the Term is a violation of this Contract, and Student will be required to pay charges and penalties as outlined in Sections 7 and 8 below.
4. **INELIGIBLE OCCUPANTS.** Only residents assigned by the Office of University Housing are permitted to occupy rooms in University residence halls and apartments. When public health restrictions are not in place, all guest(s) must be signed in with hall staff. Permitting ineligible occupants to move into or stay in the room/suite/apartment is not allowed and can cause Student to be removed from campus housing. To have an overnight guest, Student must register overnight guest before 11:45 pm prior to guest staying. Student is requesting that person to stay. Guests must be at least 18 years of age, of the same gender as Student and are not permitted to stay more than three (3) consecutive nights or more than five (5) total nights per semester. Cohabitation is not allowed.
5. **BREAKS BETWEEN SEMESTERS.** University housing is open during all University closures except Winter Break in December. During this period, residents are not allowed access to their room, with the exception of the designated winter break halls. Students are not required to move out between Fall and Spring semesters **if returning to the same room** in the Spring. Meals are not served during breaks. Summer housing is considered a separate Contract period and summer room fees apply along with a summer meal plan.
6. **MANDATORY MEAL PLAN.** All residents in residence halls and Legacy Park apartments are required to purchase and retain a meal plan during the Term. The default meal plan is chosen for Students who do not indicate a meal plan choice.

Meal plans may be changed by the Student during the first week of classes of each semester. Meal plans are non-transferrable. Meal plan options may be viewed on the dining website at <http://dining.louisiana.edu> and should be selected through the housing application portal. Failure to make the appropriate payments by the due dates or not being a registered UL Lafayette student will result in the meal ticket not being activated or canceled and the Student being liable for the full cost of the meal ticket through the Term of the Contract.

7. APPLICATION FEE/PREPAYMENT. a. New Students/First-Time Freshmen: A **nonrefundable** application fee in the amount of \$100.00 and a **nonrefundable** prepayment in the amount of \$150.00 is due to complete the application process. The \$150.00 prepayment will be applied to the housing balance after the semester census date. b. Continuing Students: Students that have chosen to renew the housing and meals contract from the academic year 2025-2026 will not be required to pay an application fee or prepayment for the 2025-2026 academic year.

8. CANCELLATION/WITHDRAWAL. Student is required to submit an Application for Contract Buyout Request through the Housing Application Portal for any request to cancel this Contract. Only applicants who can show highly extenuating circumstances will be approved for Contract buyout. Applications for Contract Buyout are only accepted during the Term. Applications for Contract Release that are made after the end date of the active Contract will not be reviewed, and Student will be held liable for all charges on account. Contract cancellation charges (including meals, if applicable) for the academic periods listed below will be applied. **All cancellations will forfeit application fee and prepayment (\$250) plus the following:**
 - a. **Academic Year Contract (Fall & Spring):**
 1. June 10 until check in: \$250 cancellation fee
 2. Check in until 14th class day: \$500.00 fall cancellation fee and \$250.00 spring cancellation fee
 3. 15th class day until end of fall semester: Proration of charges until key is returned and \$250.00 spring cancellation fee
 4. End of fall semester until Spring check in: \$250.00 cancellation fee
 5. Spring Check in until 14th class day: \$500.00 penalty charge
 6. 15th class day until end of spring semester: Proration of charges until key is returned

 - b. **Spring Semester Only Contract:**
 1. January 1 until check in: \$250.00 cancellation fee
 2. Check in until 14th class day: \$500.00 penalty charge
 3. 15th class day until end of spring semester: Proration of charges until key is returned

- c. **Summer Session Application:** May 1 until check in: \$250.00 cancellation fee
 - 1. Check in until 14th class day: \$500.00 penalty charge
 - 2. 15th class day until end of summer semester: Proration of charges until key is returned

 - d. **Special Circumstances:** - Graduating during the Term or academically ineligible to return: No cancellation fee
-Move out as a result of disciplinary action: Payment in full for full Term of Contract - Move out for force majeure or the convenience of the University: Prorated fees as of move out date.

 - e. Student should NOT check-out or sign another lease until after receiving written approval of Contract buyout.
9. **TERMINATION OF CONTRACT.** In addition to the termination provisions found in Section 27(g), University, at its sole discretion, may also terminate this Contract for any violation of the terms and conditions of this Contract, the Student application policy, the Housing handbook, the Code of Student Conduct, or state and federal laws. **Student will be required to be familiar with and abide by the terms and conditions of the Code of Student Conduct and all rules and policies of the Offices of University Housing, Residential Life, Student Rights and Responsibilities, and the University.** Student herein specifically waives any right to notice which may now or at any time during the term of the Contract be required by Louisiana law, including the five (5) day written notice to vacate the premises prescribed by Article 4701 of the Louisiana Code of Civil Procedure and Student consents to the University instituting immediate eviction proceedings in the event of the termination of this Contract and/or Student's loss of Student's right of occupancy for any reason. Failure to strictly or promptly enforce any of the terms and conditions of this Contract by University shall not operate as a waiver of any of University's rights as provided herein. Student must advise University immediately if arrested for, convicted of, or plead guilty to a crime other than a minor traffic offense.
10. **IMPROPER OR LATE CHECKOUT.** If Student fails to follow the proper procedure to check out of the assigned room, Student will be assessed a service charge of \$50. In addition, if Student fails to check out by the date and time announced for the closing of the hall or the end of the occupancy period, Student will be assessed an additional service charge of \$25 for each hour or portion thereof from that announced time until the time Student completes a proper checkout. This is in addition to any other damage charges or service fees for which the Student may be liable.
11. **RENT.** Rental fees will be established as published by the Office of University Housing for the assigned room. Payment shall be made or deferred no later than the payment deadline as advertised by the University Bursar's Office. If room and meal charges are not paid in full prior to the University deadline, the Student may join the University payment plan. Once the semester has begun, Student will be charged in full for the Contract period unless approved for Contract buyout as described in Section 8 above. Failure to make the appropriate payments by the due dates will subject the Student to being

evicted from the residence hall/apartment and the meal plan not being activated or cancelled. Locks may be changed to prevent a Student who is delinquent in payments from re-entering the room. If a Student is evicted, the Student will be liable for the full cost of the room and meals through the Term and a hold will be placed on the account, which would restrict the Student from registering classes or receiving a transcript. Furthermore, all cost associated with the collection of outstanding debts will be assessed against the Student. Student agrees to be bound by the University's Financial Obligation Policy (see https://bursar.louisiana.edu/sites/bursar/files/Financial%20Obligation%20Policy_0.pdf) which states that "failure [of Student] to respond to demands for payment [pursuant to this Contract] may result in such debt being transferred to the State of Louisiana Attorney General's Office for collection. Upon transmittal for collection, [Student is] responsible for the collection/attorney's fees in the amount of thirty-three and one-third percent (33 1/3%) of the unpaid debt, and all costs of court.". Per University of Louisiana System Policy Number FB-IV.(3), Students who are non-Louisiana residents with prior semester/session debts will not be allowed to enroll in University or live on campus until such debts are paid; Students who are Louisiana residents and who are current on any payment plan arranged for past semester/session debts shall be allowed to enroll in University or live on campus. By signing this Contract, the Student authorizes University to deduct immediately from any balance of financial aid or cash in the Student's account the total of all housing charges due from this or previous semesters/sessions. If Student is receiving a Guaranteed Student Loan, Student agrees to pay any balance due upon receipt of such loan. Student authorizes University to deduct any housing related debts from any college work-study funds payroll checks until the total amount due is paid.

12. ROOM ASSIGNMENTS, SUBLEASE AND INSPECTIONS. This Contract is for space within the residence halls or apartment complexes and not for a specific building, floor, or room. Assignment and/or subleasing is prohibited. No provision of this Contract shall be transferred or assigned. University reserves the right to reassign Student to a different room or building. University reserves all rights in connection with assignment of rooms. University shall have the right to enter any room at any time for the purpose of inspection, repair, cleaning, inventory, pest control, fire, suspected violation of housing regulation or the Code of Student Conduct, or other emergencies. If Student has not checked-in by their check in date and time, Student will be considered a NO-SHOW, and Student's reservation may be canceled without any additional notification, and another Student may be assigned to the space. Failure to check-in does not void this Contract, and Student will still be financially obligated to the terms set forth. If Student arrives on campus after the deadline, (on the date and time of check in) and Student's room assignment has been canceled, Student may be assigned a space, if space is available on campus, but Student is not guaranteed original assigned room type or roommate. All first-time freshmen must register for Orientation by June 10 or their housing assignment will be cancelled. All continuing students must have registered fall classes by June 10 or their housing assignment will be cancelled. Once first-time freshman orientation is registered or the continuing student has registered classes and provided proof to the Office of University Housing, the student will be reassigned if space is available.

13. **ROOM CHANGES.** Room changes are not allowed two weeks prior to move in through the second week of classes. If, for any reason, Student is required to move to a different room, Student will be charged or refunded the difference between the two rates (prorated for the remainder of the Term). If, for any reason, Student is granted a new room and is relocated; there may be a \$250 transfer fee as well as the prorated rate for the remainder of the Term. If, for any reason, Student is required or allowed to move to Family Housing as the renting Student, the remaining prorated portion of Student residence hall or apartment rent will be credited toward Student Family Housing apartment rent.
14. **PARTIAL OCCUPANCY.** Residence hall rental rates are based on the room being occupied at full capacity. During the Contract period, if the room becomes occupied at less than full capacity, Student may exercise one of the following choices: a. Request assignment to another room. or b. Find an eligible roommate to move into the room so that it becomes fully occupied. During partial occupancy, the Student will be sent a letter outlining these choices and the timeline to choose from one of the options above.
15. **RATE CHANGES.** Rental rates are subject to change at the beginning of any academic term or with 60 day written notice from the Office of University Housing.
16. **CABLE SERVICE.** LUS ConnectTV is provided to all residents through an app.
17. **INTERNET SERVICE.** All buildings have the University's wireless system available for student use. Personal wireless routers are not allowed. Violation of this term by installing personal wireless routers will result in a referral to Student Rights and Responsibilities and a fine of \$150.00 will be imposed per student in the unit.
18. **REFERRALS.** Student gives permission to University to share Student's name and contact information with other apartment complexes, etc. in the event that space becomes unavailable before Student receives an assignment on campus.
19. **CONDUCT.** Student will be required to be familiar with and abide by the terms and conditions of the Code of Student Conduct and all rules and policies of the Office of University Housing, Office of Residential Life, Office of Student Rights and Responsibilities, and the University. University, at its sole discretion, may terminate this Contract if the Student engages in any misconduct, academic or otherwise, as defined in the Code of Student Conduct or departmental rules and policies including the Housing handbook.
20. **SMOKING PROHIBITED.** The University is a smoke-free campus. Smoking is not permitted anywhere on University property.

21. **ALCOHOL, ILLEGAL DRUGS, EXPLOSIVES AND GUNS.** All weapons (Including but not limited to firearms, BB guns, pellet guns, air pistols, and paint guns), pets, alcohol, illegal drugs, and explosives are prohibited in University residence halls and apartment complexes. Any violation of this provision shall result in immediate eviction and termination of this Contract. If evicted pursuant to such a violation, Student will not be entitled to a refund of any rental payments made and full rents due for the Term of this Contract will still apply.
22. **PETS.** Pets are not allowed within the residence halls or apartment complexes. Service animals are not defined as pets. Service animals must be registered with the Office of Disability Services. Emotional Support Animals must be preapproved through the ESA Approval process which can be found on the Housing website. The deadline to apply to have an ESA in the residence halls/apartments is as follows: Fall semester: August 10 or October 10, Spring semester: January 10 or March 10, or Summer semester: May 10.
23. **EQUIPMENT MALFUNCTIONS.** In the event of a malfunction of mechanical equipment in the residence hall or apartment, University personnel shall make every effort to restore operations as soon as possible. Partial refunds of rent will not be made for suspension of services caused by equipment malfunctions. If suspension of service is prolonged, the Office of University Housing at its sole discretion may terminate this Contract and refund the remaining portion of the semester rent. If a particular malfunction continues for more than 10 days, Student may request to be moved to another room. University will make every effort to reassign the Student provided space is available. If Student is reassigned to another residence hall or apartment, Student will be charged or refunded any difference in rates.
24. **SAFETY HAZARD.** University, at its sole discretion, may terminate this Contract without prior notice if it reasonably believes that Student's continued occupancy presents a safety hazard to the Student or others or that it is detrimental or disruptive to others.
25. **LIABILITY FOR DAMAGES OR LOSS.** Student is liable for and shall pay for any damage Student or Student's guest(s) cause to University property. Student may also be held liable for and may be required to pay a share of damages to Student's assigned residence hall or apartment complex that occur in public spaces within the residence hall or apartment complex such as but not limited to room number plates and exit signs being vandalized, wall, floor or ceiling damage, or any other forms of damage to the buildings. This includes the failure to report any maintenance issue to the residence life staff within a timely manner. The University assumes no responsibility and shall not be liable for any loss of or damage to Student's personal property. The University strongly recommends renter's insurance be purchased for all personal items.
26. **PROPERTY.** Upon termination of this Contract, all personal property and refuse in the room belonging to Student or others must be removed from University property. Student will be charged \$300 for removal and disposal of any property or refuse. Further, the Student hereby agrees to hold the University, its agents, employees, and contractors harmless for

any loss or damage of personal property remaining on University property after termination of this Contract. Further, the Student agrees 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 the Student's room or suite or in the Student's possession, custody, or control.

27. PUBLIC HEALTH AND SAFETY SPECIFIC TERMS. a. Code of Student Conduct: Student is required to be familiar with, stay current with, and abide by the terms and conditions of the Code of Student Conduct's COVID-19 and Public Health Informed Policies: <https://studentrights.louisiana.edu/student-conduct/code-conduct>. b. On Campus Living Handbook: This Section 27 shall be incorporated into the On Campus Living Handbook and will be applicable to all residential students. c. Evolving Guidance: As policies and guidelines related to specific health and safety guidance change based on state, local, and University mandates, the Office of University Housing will notify residential students of any and all changes that may affect the Contract and the On Campus Living Handbook. d. Relocation: Pursuant to de-densifying efforts that may need to be made by the University, residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Should Student be relocated by the University, relocation shall not constitute a termination of Student's Contract. In the event Student must be relocated as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University will offer impacted residents fair and reasonable reimbursement as appropriate and based on information available at that time. e. Dining Services: Dining service, including where and how it will be offered to Student, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University, University may limit the occupancy of dining halls, limit the amount of time students may remain within dining halls, or make other operational adjustments needed to address health and safety concerns. If Student should be required to quarantine or self-isolate on-campus pursuant to the Code of Student Conduct's COVID-19 and Public Health Informed Policies, Student is responsible for arranging meals for the duration of Student's quarantine or self-isolation. f. Cleaning: Office of University Housing will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease. Office of University Housing will educate and inform Student on appropriate cleaning protocols within Student's assigned space to reduce the spread of COVID-19 within residence halls and apartments and Student shall follow any and all such cleaning protocols. g. Termination: Upon reasonable notice, Office of University Housing reserves the right to terminate housing contracts due to public health emergency needs, including but not limited to, COVID-19. In the event housing contracts are terminated due to a public health emergency, Office of University Housing will offer fair and reasonable reimbursements should Student be impacted as appropriate and based on information available at that time. In the event of a conflict between this Section 27 and the On Campus Living Handbook, this Section 27 will apply. h. Voluntarily Vacating Residence Hall or Apartment: If Student voluntarily vacates the residence hall or apartment to which Student was assigned in order to attend the University

remotely any time during the Term of the Contract, Student will be required to check out with the Office of University Housing, complete a Contract Buyout Form, and take all personal belongings upon vacating. Section 8 herein shall apply upon any student voluntarily vacating a residence hall or apartment during the Term of the Contract. Any personal belongings remaining on University premises forty-eight (48) hours after Student vacates will be considered abandoned and will be disposed of by the University. i. Emotional Support Animals: If Student has been approved by the University to bring an Service Animal or Emotional Support Animal ("ESA") into University Housing, Student shall at all times adhere to the Centers for Disease Control and Prevention ("CDC") Suggested Guidance for Homes with Household Animals. Furthermore, should Student be required to quarantine or self-isolate pursuant to the Code of Student Conduct's COVID-19 and Public Health Informed Policies, Student shall arrange to have the ESA immediately transferred off University property until Student's quarantine or self-isolation has expired.

28. MINOR CONSENT. If Student is under the age of eighteen (18), by signing and submitting this Contract, Student states that he/she has read and accepted the terms and conditions of the Contract. Student's parent or legal guardians shall also sign and accept responsibility for the terms of the Contract.