

## LOYOLA LODGING HOUSING FACILITY AGREEMENT

This Loyola Lodging Housing Facility Agreement (the "Agreement") is entered into as of the date of this e-mail notice by and between Loyola University of Chicago, an Illinois not-for-profit corporation ("Loyola"), and reservation party (the "Occupant"). In consideration of the mutual benefits to be derived hereunder, the parties agree to the following terms and conditions:

### 1. ROOM, FEES, TERM, OTHER PERMITTED OCCUPANTS:

**1A. Room; Fees.** Loyola shall provide the Occupant with a license to use the Room specified on Exhibit A located within a Loyola Lodging facility (the "Room," and together with such residence hall, including its common areas, collectively, the "Facility"), for the Term (as defined in Section 1.B below) for occupancy by Occupant and the other permitted occupants identified in Exhibit A to this Agreement, if any (as applicable, the "Other Permitted Occupants"), in consideration of the Occupant's payment of the Facility use fees ("Fees") specified below, and the payment of the other amounts that may be due and payable under the terms of this Agreement, including as set forth in Exhibit A to this Agreement.

**1B. Term.** The Occupant shall have the right to use the Room commencing on the arriving on date and ending on the departing date (the "Term").

**1C. Other Permitted Occupants.** The Occupant and the Other Permitted Occupants, if any, are the only persons who may occupy the Room. All Other Permitted Occupants must be age 18 or older, unless Loyola provides express approval in writing that a person under age 18 may be an Other Permitted Occupant. No pets or animals are allowed in the Room, except for service animals approved by Loyola and trained to perform tasks or work for the benefit of the Occupant or any Other Permitted Occupants with a disability pursuant to the Americans with Disabilities Act of 1990 (the "ADA") or other applicable law, or as otherwise required under the ADA or other applicable law. Occupancy Limit. In no event shall more than 2 persons occupy the Room, 4 persons occupy an apartment.

**1D. Services.** Clean linens and towels will be provided upon arrival, but not replaced, during the Term, and no Room cleaning service will be provided. If the Term of this Agreement is for a period of 30+ nights, a light cleaning of kitchen (if applicable) and bathrooms will be done. Weekly linen exchanges will be made available. Apart from the foregoing, as applicable, all other cleaning, laundering and other day-to-day upkeep necessary to maintain all Room in a clean and habitable condition shall be the responsibility of the Occupant and any Other Permitted Occupants.

**1E. Payment of Charges; Non-Refundable Deposit.** The Occupant shall directly pay all Fees and other charges due under this Agreement, including, but not limited to the Fees specified in Section 1.A above and the charges and taxes set forth in Exhibit A to this Agreement and any additional and other applicable cleaning charges, lost key charges, lock-out charges, damage charges, and taxes. A non-refundable deposit, also set forth in Exhibit A, must be paid when the Occupant returns a signed copy of this Agreement to Loyola. Unless otherwise specified on Exhibit A, the balance remaining due after such deposit shall be paid to Loyola on or before the first day of the Term. The non-refundable deposit and other payments should be made payable to Loyola University of Chicago or, if paid on-line or by wire transfer, in accordance with Loyola's written instructions. If necessary, following the expiration of the Term, a written itemized statement will be sent to the Occupant for any unpaid charges. The Occupant must pay any remaining balance prior to the end of the Term.

If the Occupant fails to pay the remaining balance within thirty (30) calendar days of the end of the Term, the Occupant agrees that it will pay a late payment charge of 1.5% per month, accrued on a daily basis, but not in excess of the lawful maximum, on the past due balance. Any alleged error in the statement should be reported to Loyola's Conference Services Department ("CSD") within fifteen (15) calendar days of the billing date.

**1F. Bill Based on Confirmed Room.** The Occupant will be billed for the Room based on the rates and charges specified in Exhibit A, even if the actual number of Other Permitted Occupants residing in such Room is less than anticipated. No exceptions will be made. Requests made to add a room or rooms in addition to those specified above may be granted at Loyola's discretion, and are not guaranteed. Loyola may require the Occupant to pay an extra fee for such additional Room.

**1G. Execution and Required Submissions.** The Occupant must submit to Loyola, within thirty (30) calendar days of its submission of the date of this Agreement if the first day of the Term is scheduled more than thirty (30) calendar days in advance, or no later than three (3) days prior to the first day of the Term in all other cases, the following documents: a signed copy of this Agreement, the non-refundable deposit, and a written list of all Other Permitted Occupants, including the age of any minors, and the appropriate contact information for each Other Permitted Occupant.

**2. ROOM RELOCATION/REASSIGNMENT:** Loyola reserves the right to relocate or assign another Room in the Facility to the Occupant other than the Room specified in Exhibit A. Loyola shall provide the Occupant with written notice of the relocation/reassignment or telephone notice if such relocation/reassignment occurs on the day of the first day of the Term.

**3. CONDUCT APPLICABLE TO USE OF FACILITIES:** The Occupant agrees to utilize the Facility (and cause the Other Permitted Occupants to utilize the Facility) in an orderly manner and agrees to fully comply with the policies of Loyola (including residence hall policies, rules and regulations and as set forth in Section 14.F below) and any applicable governmental laws, ordinances, rules and regulations. The Occupant further agrees not to discriminate in any manner or to deny the equal privileges and enjoyment of having free and open access to the Room on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, gender identity, veteran status or any other factor protected by law. As more particularly described in Section 13 below, Loyola reserves the right to inspect the condition of the Room, to remove from the Room and the Facility any persons violating Loyola policies or any applicable governmental laws, ordinances, rules and regulations and to discontinue any activities which violate such standards.

The Occupant shall provide adequate, reasonable and appropriate supervision of all Other Permitted Occupants who are minors at all times while such persons are on Loyola's premises in accordance with all Loyola policies. Applicable Loyola policies are available from CSD. In addition to the supervision of any minor Other Permitted Occupant provided by such minor's adult parent/guardian (if any),

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the Occupant shall provide adequate, reasonable and appropriate supervision of all minor Other Permitted Occupants at all times at the ratios described below while such minor persons are on Loyola's premises:

- Minors 6-8 years of age: 1 adult supervisor for every 6 minors
- Minors 9-14 years of age: 1 adult supervisor for every 8 minors
- Minors 15-17 years of age: 1 adult supervisor for every 10 minors

The Occupant shall be responsible to obtain and maintain from each Other Permitted Occupant (or in the case of a minor, from their parent or guardian) a Waiver of Liability and Assumption of Risk which contains the language set forth in Exhibit B to this Agreement. The Occupant is solely responsible for all Other Permitted Occupants and any other persons accompanying or associated with the Other Permitted Occupants.

4. **NO FOOD AND BEVERAGE:** No meals or other food or beverages will be provided to the Occupant or the Other Permitted Occupants pursuant to this Agreement.
5. **NO ALTERATIONS TO ROOM:** No alterations may be made to the condition of the Room.
6. **DISPLAYS AND DECORATIONS:** [INTENTIONALLY DELETED]
7. **ADVERTISING AND THE USE OF LOYOLA'S NAME:** [INTENTIONALLY DELETED]
8. **MAIL AND PACKAGES:** The Occupant and Other Permitted Occupants may have mail and packages sent to them at the Facility address specified above, provided, however, that Loyola will not be responsible for any lost, undelivered, or damaged mail or packages.
9. **PARKING:** No parking for the Occupant or Other Permitted Occupants is provided under this Agreement.
10. **CHECK-IN AND CHECK-OUT:** The Occupant and all Other Permitted Occupants must abide by the check-in and check-out procedures designated by Loyola's CSD. All guests of the Occupant and Other Permitted Occupants shall be required to register with the front desk on the ground floor of the Facility.
11. **INDEMNIFICATION:** The Occupant agrees to indemnify and hold harmless Loyola, its affiliates, including Mundelein College, and each of their respective agents, employees, officers, directors and trustees from and against any and all claims, suits, demands, liabilities, obligations, damages, costs, expenses, fines, taxes, penalties, (including reasonable attorney's fees or upon the option of Loyola, the Occupant shall provide a defense to Loyola) and causes of action (collectively, the "Claims") of every kind and character related to or arising out of (A) the Occupant, the Other Permitted Occupants or any person associated with the Occupant or any Other Permitted Occupants, (B) the use of the Facility or the Room by the Occupant, any Other Permitted Occupants or any person associated with the Occupant or any Other Permitted Occupants, (C) the Occupant's performance of its obligations under this Agreement, including without limitation, any injuries to any Other Permitted Occupants or any person associated with the Occupant or any Other Permitted Occupant, or (D) any alleged or actual negligent or willful acts or omissions of (i) the Occupant or its employees, agents, officers, directors or guests, (ii) any Other Permitted Occupant, or (iii) any guest, unpermitted person or third party associated with the Occupant or any Other Permitted Occupant. Loyola agrees to provide the Occupant with prompt notice of any Claim, and if Loyola elects to have the Occupant provide a defense to Loyola, to tender control of the defense of the Claim to the Occupant and to cooperate with the Occupant in investigation, settlement or defense of the Claim. This section shall survive the termination of this Agreement.

At its option, the Occupant, and/or its Other Permitted Occupants, may wish to obtain personal property insurance covering loss or damage to its/their personal property which is not the responsibility of Loyola, as further described in Section 14 below.

12. **CANCELLATION:** The Occupant may cancel this Agreement by giving Loyola's CSD prior written notice. Notice is effective upon receipt by Loyola's CSD. In the event of such cancellation, Loyola shall be entitled to retain the non-refundable deposit set forth on Exhibit A hereto, and, in addition, depending on the timing of such cancellation, shall be entitled to the applicable cancellation fee specified below:

Refunds will be issued if cancellation requests are received at least 72 business hours prior to the start of your stay. Cancellation requests should be sent via e-mail to [loyalodging@luc.edu](mailto:loyalodging@luc.edu), via fax, attn: Loyola Lodging, at 312-915-6255. Please include the names of guests who are canceling, dates of stay, and confirmation page with your cancellation request.

If the Occupant's use of the Room cannot take place (A) (1) by reason of accident, strike, labor dispute, sickness, death of key personnel, energy shortage or government directive or (2) in the event the agreed upon Room are destroyed or rendered unusable by fire, storm, earthquake, other casualty or act of God and (B) through no fault, action or omission of the Occupant, a cancellation fee will not be assessed, except that a cancellation fee will be assessed if it is reasonably practicable for (i) the Occupant and Loyola to enter into a new housing facility agreement comparable to this Agreement and (ii) for rescheduled housing to begin within 60 days from the original start date of the Term.

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**13. LICENSE INTEREST:** This Agreement grants the Occupant, and the Other Permitted Occupants, if any, a limited license to use and occupy the Room under the terms and conditions stated in this Agreement and does not establish a landlord/tenant relationship or vest or transfer any leasehold or other real property interest to the Occupant, any Other Permitted Occupant or any person associated with the Occupant or any Other Permitted Occupant. Such license interest is personal to the Occupant and the Other Permitted Occupants. Occupant shall not assign, sub-license or otherwise authorize any other entity or person to use the Room or the Facility.

**14. LIABILITY AND DAMAGE:** The Occupant is responsible for any damage to the Room and any loss of personal property, including money, personal belongings, computers and electronics, or other items of value, located in the Room or within the Facility. Loyola shall have no responsibility or liability for the safekeeping of such personal property, or reimbursement obligation for its loss.

The Occupant will be responsible for, and will be charged the costs of replacement and/or repair of, any and all damage that occurs in the Room(s), regardless of who or what caused such damage (other than damage caused exclusively by a failure in a mechanical or plumbing system maintained by Loyola or caused solely by Loyola employees). The Occupant is also responsible for, and will be charged the costs of replacement and/or repair of, any and all damage that it or the Other Permitted Occupants (and any guests or unpermitted persons allowed within the Facility by the Occupant or any Other Permitted Occupants) may cause to any other area of the Facility.

**15. RIGHT OF ENTRY:** Authorized Loyola representatives may enter the Room at any time, without prior notice, after knocking and allowing their presence, for the purposes of: (a) making any necessary or agreed-upon repairs; (b) scheduled (or unscheduled) cleaning; (c) investigating health or safety concerns, or suspected violations of housing and other Loyola policies; (d) verifying occupancy; (e) conducting inventories of Loyola property; and (f) conducting Facility and Room inspections. Authorized Loyola representatives may remove items that are in violation of Loyola policies, rules or regulations or federal, state or municipal laws or regulations. The Occupant (and Other Permitted Occupants of any affected Room) will be informed after such entry and advised of any violations and property removed.

**16. MISCELLANEOUS:** Should the Occupant at any time be in breach in the performance of any of the provisions of this Agreement and should the Occupant fail to cure the breach within a period of twenty-four (24) hours after receiving written notice from Loyola specifying the nature of the breach, Loyola may, at its option, elect to terminate this Agreement. Any such termination shall be effective upon the delivery of written notice from Loyola to the Occupant. Such termination shall not relieve the Occupant of the right to pay the specified Fees for the full Term. Upon any such termination, the Room shall be vacated within 24 hours. For purposes of certainty, a breach of the Agreement by any Other Permitted Occupant or a person associated with the Occupant or any Other Permitted Occupant shall constitute a breach of the Agreement by the Occupant, and as applicable, the obligations of the Occupant under this Agreement are obligations of the Other Permitted Occupants. Exception to the 24-hour breach of agreement notice would be illegal activity or smoking.

If Loyola should be unable to perform its obligations under this Agreement by reason of accident, strike, labor dispute, sickness, death of key personnel, energy shortage or government directive or in the event the agreed upon premises are destroyed or rendered unusable by fire, storm, earthquake, other casualty or act of God, Loyola shall not be liable under this Agreement, the Occupant's deposit will be returned (unless there is a rescheduling, as contemplated by Section 12) and the Occupant shall have no further claim against Loyola. The failure of Loyola to exercise any right or remedy available to Loyola as a result of the Occupant's breach of any of the terms or conditions of this Agreement shall not be deemed to be a waiver by Loyola of any such rights or remedies. The receipt of payment by Loyola shall not be deemed a waiver of any breach by the Occupant of this Agreement. The specific remedies to which Loyola may resort under the terms of this Agreement are cumulative and are not exclusive of any breach or threatened breach by the Occupant of any provision of this Agreement but are in addition to all other remedies available at law or in equity.

All communications to Loyola should be directed to the following:

Loyola University of Chicago  
Conference Services Department  
820 North Michigan Avenue -401 Baumhart Hall  
Chicago, Illinois 60611

All communications to the Occupant should be directed to the address or telephone number in Exhibit A.

This Agreement constitutes the entire agreement between both parties. It shall be governed by and construed in accordance with the laws of the State of Illinois and, to the extent applicable, the Municipal Code of the City of Chicago. No terms or conditions of this Agreement shall be waived, altered or modified except by written agreement executed by both parties. This Agreement shall not be assigned without the prior written consent of Loyola, which consent shall be in Loyola's sole discretion. Any such attempted assignment shall be null and void.

The Occupant acknowledges that Loyola has a number of policies that relate to and govern, among other things, conduct within Loyola residence halls, such as the Facility. These policies are contained in several handbooks, including, but not limited to, the Loyola Community Standards and the Loyola Department of Residence Life Resident Handbook. These policies shall apply to the Occupant, Other Permitted Occupants and any person associated with the Occupant or any Other Permitted Occupant. The Occupant shall be responsible for accessing on-line the current version of all such policies, becoming familiar with such policies, and advising Other Permitted Occupants of such policies.

# TERMS AND CONDITIONS

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**17. STATEMENT OF NON-DISCRIMINATION:** Loyola 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 Loyola administered programs.

Otherwise qualified persons are not subject to discrimination on the basis of disability.

All Loyola policies, practices and procedures are administered in a manner consistent with Loyola's Catholic and Jesuit identity and character. Inquiries relating to these policies may be referred to the Loyola's Assistant Vice President for Human Resources and Equal Opportunity Officer.

**18. OTHER PERMITTED OCCUPANTS WITH DISABILITIES:** The Occupant, on behalf of any Other Permitted Occupants who may require an accommodation in housing, should notify Loyola's Services for Students with Disability ("SSWD") office (the current phone number of which may be obtained through CSD) in a timely manner. SSWD will then contact appropriate Loyola representatives regarding any appropriate accommodation. The Occupant shall request these accommodations prior to commencement of the Term in order to implement the required accommodation in a timely manner.

**19. CERTIFICATION:** By submitting this Agreement, the Occupant certifies that it has read and understood the terms and obligations of this Agreement, and understands that when accepted by Loyola, the Agreement will be a legally binding contract, and agree to be bound by the provisions of the same.

**20. BIKES:** Bikes are not allowed in any of the buildings on campus, including Loyola Lodging facilities. Bike racks are available throughout the campuses.

**21. DRUG, SMOKING, AND ALCOHOL POLICY:** Residents and guests are subject to Illinois State Law, which prohibits the sale, possession and consumption of alcoholic beverages by any person under the age of 21. No one is permitted to serve alcohol to minors (person under 21 years of age). Alcoholic beverages may only be consumed in the residence halls by guests who are 21 years of age or older and may not be transported or consumed in open view in public or common areas of Baumhart. These areas include lobbies, hallways, stairwells, elevators, suites, lounges and special-use rooms. Alcohol in excess as determined by Conference Services Staff (including, but not limited to kegs of beer) is not allowed in Baumhart. The University reserves the right to allow authorized personnel to enter rooms. When such entry is deemed necessary, the University will seek within all reasonable bounds to protect the occupant's privacy. Authorized University personnel may remove items that are in violation of federal, state, local, or University regulations. The use or possession of marijuana or any non-prescription drugs on Loyola property violates University policy. Furthermore, smoking is prohibited within Baumhart Hall. If smoking is done in the building by those residing in the apartment or their guests, this will result in cleaning fees, and possible eviction from the property. Please note that cleaning fees start at \$125/hour for a minimum of four hours. Smoking is only permitted outside 25' in front of the building entrance.

I agree with the above terms and conditions:

Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_