

STUDENT HOUSING AGREEMENT FOR LOYOLA UNIVERSITY OF CHICAGO RESIDENCE LIFE 2020-2021

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.

A. HOUSING POLICY

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 a release or exemption from the University's housing requirement by the Director of the University's Department of Residence Life ("Residence Life") or an authorized designee. A first-year student is defined as a student who is in their first year of college after high school. A second-year student is defined as a student who is in their second year of college after high school.

B. CONTRACTUAL AGREEMENT

The student or prospective student submitting the Residence Life Request for Housing (the "Request for Housing") is referred to as a "student". 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 (and as such is not subject to the restrictions of the City of Chicago Residential Landlord and Tenant Ordinance) 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 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.

The University recommends that the student keep all records relating to this Student Housing Agreement and to print or download an electronic copy of their signed Student Housing Agreement.

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 July 1, 2020, for fall semester, or December 31, 2020, 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 the student has not been granted a release or 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. **Any student required to live on campus that has been granted a release or exemption with permission to live at home with a parent or legal guardian who is found living at an address that is not an approved home address may be subject to the conduct process and may be responsible for the cost of room and board.**

Students must turn 18 years of age on or before December 1, 2020, 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 (or an authorized designee) to live in on-campus housing. Students younger than this age who do not receive approval from the Director of Residence Life (or an authorized designee) to reside in on-campus housing must live off campus with a parent or legal guardian.

Registered Sex Offenders are prohibited from living in University housing. Additionally, Registered Sex Offenders are prohibited from being within the living areas of University housing 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 mid-June. Specific room assignments typically will be e-mailed during late July. For students starting at Loyola in the spring semester, room assignments are typically made in mid-December. Priority is given to students who apply by the applicable priority deadlines set by University in its sole discretion.

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. 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 converted or temporary housing (see Section J below) 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. If the student is not accommodated by the start of the semester, any prepayments will be refunded to the student or applied toward the student account. Prior to the posting of the first Fall e-bill, refunded prepayments will be processed and returned via the credit card used to make the prepayment. After the Fall e-bill has posted, refunded prepayments will be processed via the student account in LOCUS. If a student declines an offer of a space, prepayment is not refundable. Housing is not guaranteed for junior or senior undergraduate students, graduate and professional students, or incoming transfer students transferring in at a junior or senior level.

E. PAYMENT

Students must pay all 2020-2021 room and board fees posted to their student accounts. 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 their room, the student is liable for the applicable room rate for the remainder of the academic year following check in, regardless of whether the student remains in the residence halls for that period of time.**

For specifics regarding room rates, please refer to Residence Life’s website at <http://luc.edu/reslife/roomboard/>. 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 \$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.

Additionally, the student authorizes the University to post Residence Life charges directly to the student's account, including but not 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.

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>), and the student understands and agrees to such policies and accepts these terms as the student's personal responsibility for any debt arising in connection with this Student Housing Agreement.

F. REFUND AND FORFEITURE POLICY

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.

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 the remainder of the academic year following removal.

G. ASSIGNMENT POLICY

The University administers decisions regarding room assignments without regard to race, color, religion, national origin, sexual or political orientation, gender identity, disability, veteran status or any other protected status under applicable laws. The University will make reasonable accommodations in housing for students with disabilities. Students who may require an accommodation in housing should notify the Student Accessibility Center ("SAC") in the Sullivan Center for Student Services at 773-508-3700 in a timely manner. SAC will then contact Residence Life regarding any appropriate accommodation. Students should request these accommodations prior to their priority application deadline.

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

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. Residents who occupy a residential housing room or apartment below the designated capacity may be assigned additional roommates, if available, or may be moved to fill other vacancies, as determined by the University in its sole discretion, and the University also reserves the right, in its sole discretion, to add additional occupants to units on a temporary basis in the case of a campus emergency (e.g. fire or flooding) (see Section J below). The student may not transfer their 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.

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 and this Student Housing Agreement.

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.

H. OCCUPANCY

The student agrees to occupy an assigned room in one of the University's student residence halls or apartments for the 2020-2021 academic year. The University agrees to permit the student's occupancy in accordance with the terms and conditions of this Student Housing Agreement. The student's occupancy begins on the earlier of: (a) the student's first date of approved occupancy; (b) August 24, 2020 for undergraduate programs that run on semesters; or (c) August 21, 2020 for professional and graduate programs that run on quarters. The student's occupancy ends, and the student must vacate the residence hall, within 24 hours after the student's last final exam, but no later than 12:00 noon on Monday, May 10, 2021. Actual move-in dates and times are assigned by Residence Life and sent via the student's official University email account. Extended move-out dates are available for approved groups (e.g. summer school participants, graduating students, etc.). Individual student may be eligible for extended move-out dates for an additional fee.

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 13, 2020. The residence halls will re-open for occupancy at 12:00 noon on Sunday, January 17, 2021. Students living in Baumhart are not required to vacate the residence hall over winter break. For students living on the Lake Shore Campus, optional winter break housing may be available for a fee, as determined by the University in its sole discretion.

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.

I. STUDENT REQUESTS FOR RELEASE OR EXEMPTION FROM THIS STUDENT HOUSING AGREEMENT

Students may request a release or exemption 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, 2020.

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

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

Students may request a release or exemption from this Student Housing Agreement during such timeframe by completing the online Request for Release or Exemption 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 or Exemption 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 or exemption 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 (except as provided below) or achieving junior academic status does not negate this Student Housing Agreement. As this Student

Housing Agreement requires the student to be enrolled full-time when the student moves into a residence hall, if the student changes from full-time to part-time status after a term has started, the student must request and receive permission from the Director of Residence Life (or an authorized designee) to remain in the residence halls. If the student is released or exempted from this Student Housing Agreement, room and meal plan charges will be charged until the student has vacated their 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.

J. TEMPORARY HOUSING

The demand for campus housing often exceeds supply. In an effort to provide housing to as many students as possible, some confirmed residents may be assigned to a temporary housing space. Temporary spaces are (1) study lounges located within the residence halls that have been furnished as a two or three-person residential room, (2) residential spaces on campus that are held in reserve for emergency use, and (3) residential spaces on campus where additional furnishing are added. Students in temporary spaces will be charged a rate of 80 percent of the cost of that building's double room rate. Once the resident in a temporary space is assigned to a permanent space, the student will be required to move and be charged the full, pro-rated amount for the new space. This reduced rate does not apply to suitemates or meal plans, or to a reassignment to a temporary space for emergency/conduct purposes. The University reserves the right to make all decisions relating to temporary housing.

K. MEAL PLAN

Meal plans are required for all first-year and second-year students, and for upper-class students who reside in apartments without full kitchens. For junior and seniors living in apartments with full kitchens, a meal plan is not required, though many apartment friendly options are available. A first-year or second-year student, as defined by this Student Housing Agreement, is required to choose an All-Access Meal Plan. After a term has started, if a student is released from an All-Access Meal Plan by the University, the student will be billed for the prorated per week cost of the All-Access Meal Plan prior to such release plus any Dining Dollar used prior to such release. If a student changes from an All-Access Meal Plan to a Declining Balance Meal Plan, the student will be billed for per week cost of the All-Access Meal Plan prior to such change and the full Declining Balance Plan for the remainder of the term, and any Dining Dollar use will be deducted from the Declining Balance Plan. After a term has started, if a student is released from a Declining Balance Meal Plan by the University, the student will be billed for any Dining Dollars the student has used prior to such release. Proration begins for the following week at 5PM each Friday. For example, if a change or release occurs during the second week of the term, proration will include 2 full weeks. 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.

L. LIABILITY AND DAMAGE

The student is responsible in full for any damage to or loss of their 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. Students, at their own expense, are encouraged to hold renter's insurance.

The student is responsible for, and will be charged the costs of replacement and/or repair of, any and all damage that occurs in their 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 the student may cause (alone or with others) to any other area of the residence hall or the University.

The student 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 E 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.

M. 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 search for and confiscate items that are in violation of University, federal, state or municipal laws or regulations. The student will be informed promptly after such an entry is made and advised if authorized University representatives have discovered any violations.

N. 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 72 hours of actual withdrawal (i.e., no registration for any classes) unless otherwise approved by Residence Life.

O. STATEMENT OF NON-DISCRIMINATION

The University admits students without regard to their race, color, sex, age, national or ethnic origin, religion, sexual orientation, gender identity, ancestry, military discharge or status, marital status, parental status, or any other protected status under applicable law 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, gender identity, ancestry, military discharge or status, marital status, parental status, or any other protected status under applicable law 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.

P. COMPLIANCE WITH OTHER UNIVERSITY POLICIES AND APPLICABLE LAW

The student acknowledges that the student 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 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.

Q. 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; (d) I agree to be bound by the provisions of this Student Housing Agreement; and (e) I am committing to the terms and conditions set forth therein as if I had signed this Student Housing Agreement between the University and me in my own hand.

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