



Housing Agreement Terms

The Provisions of this agreement are official regulations of Xavier University of Louisiana and, as such, are subject to change by the University with reasonable notice. This housing agreement is in effect for one academic year of that portion of, remaining at the time occupancy begins. By affixing signature (may be electronic) to this agreement, the Resident agrees to abide by all regulations established by the University and currently in force regarding residence as provided herein in the Student Handbook, and shall consider all regulations part of this Agreement. This included all policies/regulations regarding alcohol and drugs, appliances and electrical outlets, cooking and food preparation, fire and life safety equipment, smoking, keys, quiet hours, vandalism, guest and visitors, etc. The University has a zero tolerance for the possession or carrying of firearms.

1) Eligibility:

Any person who is an enrolled as a full time student at Xavier University of Louisiana may enter into this Agreement. Part time students (enrolled for less than 12 hours of credit) must receive special permission from the Office of Residential Education in order to reside in the residence halls. Resident agrees to vacate the assigned room within 48 hours upon loss of status as an enrolled student during this Agreement period. Exceptions to this policy must be approved by the Director of Residential Education or her designee.

2) Agreement Terms:

This Agreement provides the student with a meal plan and space assignment in housing for the academic year, to be vacated no later than 24 hours after your last examination each semester. The opening and closing of all housing will follow the university academic calendar in accordance with a schedule published by the Registrar. Residents may not occupy or leave belongings in any room before the halls are officially opened or closed. Note: halls are closed between each academic semester; however, continuing students may leave personal belongings at Christmas break.

- a) *Term of Agreement* - Charges under this agreement for room and board are for the academic year, unless otherwise stipulated.
- b) *Termination of Agreement* - The University may immediately terminate this Agreement, enter and retake the premises upon Resident's failure to make payments as required under this Agreement or for any other violations of the terms of this Agreement or any violation of University or Departmental rules and regulations.
- c) *Loss of Property* - The University is not responsible for loss of personal property in residence halls due to fire, theft, power surges, interruption of water, heat, utilities or other causes, including violation use of air and heat controls. The University is not liable for the loss of money, clothing, or other valuables, or for the loss or damage to property belonging to the Student, nor any personal goods stored in facilities. The University does not provide insurance for personal property. Students are strongly advised not to bring to the residence halls any items of extraordinary value. Students are urged to inventory all personal belongings, to record serial numbers whenever possible, and to make arrangements through their parents' insurance agents for adequate coverage. The Student is liable for any damage to the residence hall property and agrees to pay for the restoration of the property to its original condition, "act of God or reasonable wear and tear excepted." Liability for any damage to the room or to the public area within any one of the residence hall units beyond reasonable wear and tear will be assigned to students of the particular room, whenever the damage cannot be assigned as the responsibility of identified persons. Property belonging to the residence halls must not be moved or taken from areas designated for its specific use.

3) Room Assignment and Consolidation:

- a) Room assignments will be made according to the Office of Residential Education procedures and, when possible in accordance with students preferences. **A specific assignment based on a resident's request is not guaranteed.**
- b) **All assignments (building and room) are subject to change at the discretion of the University.** Notification will be made as timely as possible.
- c) *Consolidation* - The University reserves the right to consolidate vacancies at the end of the Registration process each semester. Residents may be required to move from one floor to another. Failure to comply with request due to consolidation or maintain one's space in a clean. Failure to adhere to the policy will result in judicial action or fine.
 - d) The University reserves the right to change room assignments for reasons of health, safety, or repair services; for disciplinary reasons; or for irresolvable incompatibility of roommates.
 - e) **The Office of Residential Education does not discriminate on the basis of race, color, gender, handicap, and national or ethnic origin in the assignment of rooms and rejects all requests for change of assignment based upon such reasons.**
 - f) *Temporary Assignment* - Students who accept a temporary assignment do so with the understanding that they may be given short notice to relocate to a permanent or other temporary space. Failure to relocate in the time allocated by the Office of Residential Education may result in the loss of the assignment offered.
 - g) A Resident may be removed from room if resident is deemed a threat to him/herself or to the residential community.
 - h) Air conditioning and heat controls should be operated as recommended by Residential Education staff. Violations could result in unsanitary conditions which should be reported immediately.
 - i) *Unsafe Equipment* - No electrical equipment, other than those specified in the **Guide to Housing and Residence Life**, will be kept in the room and the University reserves the right to inspect this equipment and to order the removal of such equipment judged by the University to be unsafe or otherwise not in compliance.

IV. Assignment Agreement:

- a) Once a room key is signed for and received, you will be charged as a residential student for the current semester or agreement period.
- b) Agreements are not transferable from one academic year to another. Residents are required to live in the room to which they have been assigned.
- c) Housing assignments for New Students are made in date and time order according to receipt of deposit and properly completed forms. Room assignments are made continuously throughout the summer and academic year.

V. Special Housing Accommodations:

- a) To request special accommodations, Resident must complete the Special Housing Accommodation form and submit the required documentation.
- b) Health Services and/or the Counseling Center, or designee, will give recommendation based on the documentation submitted.
- c) The Director of Residential Education in consultation with the Office of the Vice President for Student Services will provide final determination if the requested accommodation is reasonable, and therefore, able to be provided.

VI. Right of Privacy:

Students are guaranteed the reasonable privacy of their rooms and belongings. However, under specific protective guidelines, rooms may be entered and as necessary to maintain university rules and regulations.

Right of Entry:

The University, its officers, employees and agents shall have the right to enter into assigned space at reasonable times in the case of emergency; for the purpose of routine inspection, maintenance and repair; preservation of health, safety and quietude, and when there are reasonable grounds to suspect that laws of the City or State or University policies are being violated by Resident, and/or guests.

VII. Resident Rights and Responsibilities:

Resident Rights:

The University further agrees that it will provide residence hall staff in accordance with University policy to provide a living-learning experience that complements the academic interest of Xavier University of Louisiana. The Residential Education staff is committed to offering you an inclusive environment that will allow you to grow and participate in enriching and challenging activities. The choice is yours - to take full advantage of your living environment by participating in activities, standing up for yourself and others and speaking up for what you believe has value.

The following is a list of your "rights". As a student in the Residential community, you are afforded certain individual rights that you and those living around you should respect. These rights complement the formal Guide to Residential Living and the Student Handbook.

- YOU HAVE THE RIGHT to a safe and secure living environment;
- YOU HAVE THE RIGHT to a reasonably peaceful and quiet space in which you can sleep and study;
- YOU HAVE THE RIGHT to privacy and to the proportionate use of your room, both in terms of space and time, and the right to be free of unwanted guests in your room;
- YOU HAVE THE RIGHT to confront another person's behavior when it infringes on your rights;
- YOU HAVE THE RIGHT to the assistance of your Resident Assistant, Graduate Hall Director, Hall Advisor, or other Residential Education staff members when you need help with a problem or concern;
- YOU HAVE THE RIGHT to know what is appropriate behavior in your living environment.

Resident Responsibilities:

- a) to abide by the terms of this Agreement.
- b) to observe all rules and regulations of Xavier University of Louisiana, and the Office of Residential Education as listed in the Residential Living Student Guide.
- c) to observe quiet hours as established by the University
- d) to maintain assigned room in a sanitary and safe condition
- e) to abide by the University visitation policy that regulates the visiting of men and women in the residence halls
- f) to leave assigned room clean at the end of each semester, the end of the academic year or upon terminating this agreement.
- g) to be responsible for damage done to assigned room, furniture, or fixtures and to share in the cost for damages of and thefts from common and public areas of the residence hall
- h) to abide by the University Code of Student Conduct and Residence Hall policies and regulations.
- i) to make payment of all fees as specified by the Office of Residential Education and/or the Office of Fiscal Services.

Special note: It is the responsibility of an *expectant* mother to inform the Graduate Hall Director immediately after a pregnancy is confirmed. She is permitted to live in campus housing only after she has signed a Release Form that frees the university of all liability associated with the pregnancy.

VIII. Behavior and Conduct:

- a) The use or possession of alcohol or other illicit and illegal drugs is prohibited.
- b) The use or possession of firearms, fireworks or weapons is prohibited.
- c) Cooking is not permitted in individual rooms.
- d) Pets are not permitted.
- e) If physical or mental health might jeopardize the safety or well-being of student or any other member of the University community, the student may be required to have an examination by the physician or a consultation with a University counselor. Should the physician or counselor determine a health or safety concern exists, the Office of Residential Education may amend or terminate the housing agreement appropriately.
- f) Room assignments may be changed or the Agreement terminated in the interest of order, health or discipline.

- g) If a resident exhibits disruptive, irresponsible, or inconsiderate behavior and is detrimental to orderly community living, he/she may, upon recommendation after a conference/hearing with the resident, have his/her room assignment changed or the agreement terminated.

IX. Check-in and Check-out:

- a) Resident agrees to occupy his/her room no later than the first day of classes for each semester of this Agreement unless prior written notification has been received and approved by the Office of Residential Education. The room assignment of any Resident failing to claim his/her assigned room by the first day of classes will be cancelled. Failure to do so will also result in forfeiture of applicable deposits. A Resident who is enrolled for classes and does not claim their room will be financially obligated for a portion of this Agreement.
- b) Resident will, upon occupying a room, complete and sign a Room Condition Report form (RCR), which will be a record of the room condition. Any damages identified at the time of check-out which are not contained on the initial room condition form shall be attributed to Resident. Resident is financially responsible for any such damages. Resident must check-out and vacate the room within 48 hours after a loss of student status. Resident must check-out and vacate the room within 24 hours of last final examination or by the established hall closing time for the semester, whichever comes first.
- c) Failure to properly check-out of the room, including an improper room change, will result in judicial action and the assessment of a \$200 charge in addition to any other damage charges.
- d) Each Student is issued keys to his/her room at the time of check in. It is mandatory that the keys be returned when the student checks out. Keys may not be duplicated, nor may they be transferred or given to other persons. Lost keys should be reported immediately to Graduate Hall Director. Students will be charged appropriately for any lock change(s) necessary as a result of the lost key(s).

X. Prepayment and Cancellation Agreement:

New Freshmen:

- a) A non-refundable housing deposit of \$100 must be submitted prior to the first semester of occupancy.

Upperclassmen:

- b) A one-time reservation fee of \$200.00 is required if applying for upperclassmen housing. This prepayment is non-refundable for students who do not cancel housing according to the cancellation policy outlined in the ***Guide to Residential Living***.

All Students:

- c) All cancellations must be in writing to the Office of Residential Education. Notice of cancellation to Admissions, Financial Aid, Fiscal Services or Registrar's office does not constitute notice of cancellation of this Agreement. The Office of Residential Education must be notified in writing.
- d) No refunds will be made to students found responsible in judicial actions that result in Loss of University Housing.

XI. Meal Plan:

- a) All Housing Agreements include 15/19 meals/week board plan. Food service will be provided every day of the week except between semesters and/or during other breaks in the University academic calendar.
- b) The University reserves the right to adjust meal hours and service locations.
- c) The University reserves the right to determine the time of the first and last meals offered before and after each break.
- d) Credit is not given for meals missed.
- e) The Meal plan/X-card is not transferable.
- f) In emergency cases, such as storms, other weather emergencies or power outage, the University will notify the resident of the meal schedule as timely as possible.