



Department of Student Housing

CONTRACT TERMS

- I. **ACCEPTANCE OF CONTRACT.** Provide your signature, date of birth, and date in the designated blanks. If you are less than eighteen (18) years of age, your parent or guardian must also sign and date this Contract. By signing this Contract, you ("Student") are agreeing to the terms and conditions set forth below.
- II. **EARLY TERMINATION OF CONTRACT.** The University of New Orleans, at its sole option, may terminate this Contract for violation of the terms and conditions of this Contract or for any violation of Department of Student Housing Policies and Procedures, the UNO Code of Student Conduct, or your participation in any act, which endangers or compromises the health of other residents. The University of New Orleans shall have the right to evict you upon termination in accordance with the provisions of Louisiana law. By signing this contract, you hereby waive any and all notice(s) of eviction. Failure to strictly and promptly enforce any of the terms and conditions of this Contract by University of New Orleans shall not operate as a waiver of any of University of New Orleans' rights as provided herein.
- III. **RENT PAYMENT.** Payment for the entire semester shall be made or financial aid must be approved (not pending) in an amount sufficient to cover all tuition, fees, and housing prior to the Student receiving his/her room assignment and key. Students with prior semester debts will not be allowed to enroll in the University of New Orleans or live on campus until such debts are paid. The University reserves the right to withhold grades, future registration, and transcripts until all outstanding debts are paid. Student's failure to pay rent as required will result in removal from Pontchartrain Halls. Furthermore, the Student will be assessed for all costs associated with the collection of outstanding debts. If Student's tuition, fees, and housing are not paid on or prior to Pontchartrain Halls Check-In and the Student is paying rent through Financial Aid, a Title IV Authorization Form must be returned as part of the Contract. This form, which can be found at www.bursar.uno.edu, states that the Student authorizes the University of New Orleans to deduct immediately from excess credit or cash in Student's account, the total of all housing and meal plan charges due from this or any previous semester. If the Student is receiving College Work Study or regular budget payroll funds, he/she agrees to allow the University to deduct any housing and meal plan debt from his/her payroll check until the total amount due is paid which will be after payment of all tuition and fees.
- IV. **ASSIGNMENT AND SUBLEASE.** This Contract is for space to be assigned by the University within Pontchartrain Halls and not for a specific floor or room. The University reserves the right to reassign Students to a different space in Pontchartrain Halls. Assignment and/or subleasing are prohibited. No provision of this Contract shall be transferred or assigned. The university reserves all rights in connection with the assignment of rooms.
- V. **ROOM CHANGES.** If for any reason, the Student is required or allowed to move to a different room he/she will be charged or refunded the difference between the two rates (prorated for the remainder of the term).
- VI. **INSPECTIONS.** The University of New Orleans shall have the right to inspect rooms.
- VII. **CANCELLATION/WITHDRAWAL.** Student shall submit any cancellation or withdrawal in writing, signed, and dated, to the Department of Student Housing Office. Charges for cancellation or withdrawal and any refund shall be determined as outlined in paragraphs XXVI and XXVII below.
- VIII. **APPLICATION AND SECURITY DEPOSIT FEE.** An Application and Security Deposit Fee of \$300.00 shall be paid to the University of New Orleans when an Application for Residency in Pontchartrain Halls is submitted. The Application Fee portion of this fee is \$75.00 and is non-refundable. The Security Deposit portion of this fee is \$225.00 and shall be refunded if all outstanding debt/balances with the University have been cleared, proper Check Out procedures have been followed, and your room has been left clean and in good order with normal wear and tear expected. Requests for Security Deposit refunds are made as part of the Reapplication and Cancellation Procedure
- IX. **LIABILITY FOR DAMAGES OR LOSS.** Student is liable and shall pay for any damages Student or Student's guest(s) causes to University property. The University of New Orleans assumes no responsibility and shall not be liable for any loss of, or damage to, Student's personal property caused from burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, lighting, wind, explosions, utility surges or interruptions, except to the extent that such injury, damage, or loss is caused by gross negligence or willful misconduct on the part of the University of New Orleans. **We urge residents to obtain their own insurance for losses due to such causes.**
- X. **HOLDOVER.** If Student occupies his/her room past the ending date of this Contract, he/she will owe rent at the daily rate for the number of days he/she has occupied the room past the ending date of this Contract. In addition, the Student will be subject to eviction unless he/she has received an Extended Stay Contract in which case he/she will owe rent in accordance therewith for the duration of such Contract.
- XI. **SMOKING POLICY.** Smoking is **NOT** permitted in Pontchartrain Halls. Smoking is permitted outside the building in designated areas only.
- XII. **WEAPONS, EXPLOSIVES, AND HAZARDOUS MATERIALS.** Weapons, explosives, and hazardous materials are **NOT** allowed in Pontchartrain Halls under any circumstances. Any violation of this provision may result in immediate termination of this Contract, referral to Judicial Affairs, and Student shall not be entitled to any refund for rent or his/her Security Deposit Fee.
- XIII. **ILLEGAL DRUGS AND DRUG PARAPHERNALIA.** Illegal drugs and/or drug paraphernalia are **NOT** allowed in Pontchartrain Halls under any circumstances. Any violation of this provision will result in immediate termination of this Contract, referral to Judicial Affairs, and Student shall not be entitled to any refund for rent or his/her Security Deposit Fee. Student may be allowed to petition reinstatement to re-enter student housing in accordance with the Department of Student Housing Reinstatement Policy.
- XIV. **POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES.** Possession and consumption of alcoholic beverages in Pontchartrain Halls shall be in accordance with University of New Orleans, state, and federal regulations, statutes, and policies. Any violation of this provision may result in immediate termination of this Contract, referral to Judicial Affairs, and Student shall not be entitled to any refund for rent or his/her Security Deposit Fee.
- XV. **PETS.** Pets are **NOT** allowed in Pontchartrain Halls under any circumstances. Any violation of this provision may result in immediate termination of this Contract, referral to Judicial Affairs, and Student shall not be entitled to any refund for rent or his/her Security Deposit Fee.
- XVI. **BREAKS BETWEEN SEMESTERS.** The University of New Orleans does not guarantee temporary or interim housing during breaks between semesters (Extended Stay periods) in Pontchartrain Halls. Should housing be available during breaks between semesters, students electing to remain in Pontchartrain Halls shall be responsible for Extended Stay fees.
- XVII. **UTILITIES/EQUIPMENT MALFUNCTIONS.** In the event of a malfunction of mechanical equipment, including but not limited to, heating, air conditioning, water, gas, electricity, cable, telephone, sewer, and garbage services, University personnel shall make an effort to restore operations promptly. Obligations of the Student under this Contract shall not be affected by the failure of the University to provide utilities, nor shall any claim accrue by reason thereof. If suspension of service is prolonged, the Department of Student Housing Office, at its sole option, may terminate this Contract and refund the remaining part of the rent.
- XVIII. **EMERGENCIES.** In the event of any emergency or other event, that, in accordance with requirements set by the City of New Orleans, the State of Louisiana, or the policies and procedures of the University, requires evacuation or other action by Student, Student must immediately comply with such evacuation order or other requirement. Partial refunds of rent are not made, unless any required evacuation is prolonged and the Department of Student Housing Office at its sole option terminates this Contract, in which event the remaining part of the semester rent will be refunded to the Student.
- XIX. **DEFAULT.** Breach or default of any provision of this Contract will entitle the University to remove Student or take other disciplinary action at its sole discretion.
- XX. **SAFETY.** Student shall adhere to the safety and security guidelines furnished in the Pontchartrain Halls Policies and Procedures Handbook. Student shall exercise due care for their and other's safety and security. Students shall keep their room door locked at all times.
- XXI. **VISITATION POLICY.** Residents may have guests visit during the approved visitation hours of 12:00 PM (noon) to Midnight on Sunday through Thursday. Guests are allowed 24 hours on Friday and Saturday through Sunday at midnight. All guests must register with the Pontchartrain Halls Front Desk and be escorted by and remain in the presence of resident host during the length of their visit. All guests are required to leave a picture ID and the resident must leave their UNO ID with the Pontchartrain Halls Front Desk during the length of the visit. Violation of the Visitation Policy

will result in disciplinary action up to and including possible removal from Pontchartrain Halls. **Residents are responsible for the actions of their guests.**

XXII. **STUDENT CONDUCT.** Student shall abide by the terms and conditions of the UNO Code of Student Conduct, UNO Policy Manual, the UNO Student Handbook, policies and procedures of the Department of Student Housing as stated in, but not necessarily limited to, The Pontchartrain Halls Policies and Procedures Handbook and the provisions of state and federal law. Copies of these UNO documents are available on the UNO web site at www.studentaffairs.uno.edu and www.housing.uno.edu. **By signing this Contract, Student hereby agrees to these terms.**

XXIII. **NOTICES.** All notices to the Department of Student Housing Office must be made in writing and either hand delivered to the Department of Student Housing Office or sent by US Mail to: University of New Orleans, Department of Student Housing, 2000 Lakeshore Drive, New Orleans, LA 70148.

XXIV. **ELIGIBILITY FOR AND CONTRACT TERM.** Residents must be fulltime students of the University of New Orleans in good academic, judicial, and financial standing with the University. The _____ housing term is from the ____ day of _____, 20__ and ending on the ____ day of _____, 20__ at 12:00 p.m

- A. During the periods between semesters, (“Extended Stay”), students may remain in Pontchartrain Halls subject to availability, payment in advance of Extended Stay rates, and completed reapplication form for the semester immediately following the given Extended Stay period.
- B. If your academic program operates on a different schedule from the regular University of New Orleans academic schedule, your housing and/or meal plan program contract may be different from the standard academic semester contract. Contact the Department of Student Housing Office for rates.
- C. Moving out of Pontchartrain Halls before the end of the Contract period is a violation of this Contract, and you shall pay charges and penalties as outlined in paragraphs XXVI and XXVII below.

XXV. **PONTCHARTRAIN HALLS RATES.** The following rates apply to residency in Pontchartrain Halls. Please note that all rooms are assigned on a space availability basis only. These rates DO NOT include the mandatory meal plan amounts.

- A. Quad - Occupancy A/D Room _____
- B. Quad - Occupancy B/C Room _____
- C. Double - Occupancy Room _____
- D. Single - Occupancy Room _____

XXVI. **SECURITY DEPOSIT REFUNDS.** The amount of the refund of the Security Deposit Fee, if any, associated with the cancellation or withdrawal shall be as follows:

- A. Before the ____ day of _____, 20__, upon written notification to the Department of Student Housing Office, the Security Deposit Fee (\$225.00) will be refunded.
- B. After the ____ day of _____, 20__, the Security Deposit Fee (\$225.00) is forfeited.
- C. If Student has submitted all credentials necessary for consideration of his/her admission application and admission is denied, or if a Student is academically ineligible to re-enroll, the Security Deposit Fee will be refunded.
- D. If Student resigns from the University of New Orleans or at the end of the semester, checks out properly, has no damages to his/her room, and no outstanding debt to the University, the Security Deposit Fee will be refunded.
- E. If Student moves out during the Contract term without resigning from the university, the Security Deposit Fee will be forfeited.
- F. If Student is required to move out of Pontchartrain Hall as a result of disciplinary action, the Security Deposit Fee will be forfeited.
- G. If Student is required to move out of Pontchartrain Hall for the convenience of the University, the Security Deposit Fee will be refunded.

XXVII. **RENT REFUNDS.** If Student moves out of Pontchartrain Halls and remains enrolled prior to the end of the Contract term, Student is responsible for all housing and meal plan fees. Should Student resign from the University of New Orleans, he/she is responsible for the remaining housing and meal plan fees as follows:

- A. Written resignation to the Department of Student Housing Office and proper check out by the ____ day of _____, 20__, refund of 100% of housing fees less a \$50.00 processing fee.
- B. Written resignation to the Department of Student Housing Office and proper check out by the ____ day of _____, 20__, refund of 50% of housing fees less a \$50.00 processing fee.
- C. Written resignation to the Department of Student Housing Office by the ____ day of _____, 20__, refund of 25% of housing fees less a \$50.00 processing fee.

XXVIII. **CHECK IN PROCEDURE.** Students must check in during the designated check in time. Resident Assistants will perform a walkthrough of Student’s room and complete the check in portion of the Pontchartrain Halls Room Inventory and Condition Report Form prior to student checking into Pontchartrain Halls. It is important that the Student note any defects or damages on their duplicate inventory form so he/she will not be held responsible for damages occurring prior to acceptance of his/her room. Corrected Room Inventory and Condition Report Forms must be completed and turned in to the RA no later than 48 hours from check-in. Complete Check In procedures are contained in the Pontchartrain Halls Policies and Procedures Handbook. Damages for which Student is responsible will be deducted from Student’s Security Deposit Fee or billed to Student’s account if he/she is a returning student or should charges exceed the amount of the Security Deposit Fee.

XXIX. **CHECK OUT PROCEDURE.** Prior to moving out of Pontchartrain Halls, Students must schedule an appointment with a Resident Assistant, at least twenty-four (24) hours prior to the date and time they wish to check out. Check out must be completed no later than 12:00 PM on the ____ day of _____, 20__. Resident Assistant will perform a walkthrough of Student’s room and complete the check out portion of the Pontchartrain Halls Room Inventory and Condition Report Form. Rooms must be left clean, all belongings must be removed, and the room must be in good repair and order, reasonable wear and tear expected. **Costs associated with damage, missing inventory or personal items abandoned will be deducted from Student’s Security Deposit Fee or billed to Student’s account should charges exceed the amount of the Security Deposit Fee. See the Pontchartrain Halls Policies and Procedures Handbook for further details and damage charges.**

Please Print

Student Name (Last, First, MI)

Date of Birth (mm/dd/yyyy)

UNO Student ID

Cell phone #

Permanent Home Phone

Permanent Mailing Address

UNO Email Address

Emergency Contact Person

Emergency Contact #

Student Signature

Date

Parent/Guardian

Date

DO NOT WRITE BELOW THIS LINE – FOR OFFICIAL USE ONLY

ACCEPTANCE OF CONTRACT

This contract is accepted by the University of New Orleans’ Department of Student Housing by signature of the duty authorized representative below:

Authorized Representative’s Signature

Date