

University of Notre Dame
2016-17 Graduate Community Housing Contract

ELIGIBILITY

This is a legally binding contract for unmarried graduate students, unmarried fifth year undergraduate students, married students, and students with children residing on campus. The University is unable to offer this service in segments; therefore, no exceptions may be made. This contract must be agreed upon at the time of application for University housing. The housing contract is executed once the student receives his or her assignment from the Office of Housing. That assignment may become official through the student's notification of intent to return to his or her current apartment, the apartment pick process, or assignment by the Office of Housing.

- Residency in the Fischer, O'Hara-Grace Graduate Complex (FOG) is limited to unmarried, graduate students enrolled full-time in a degree-seeking program (as defined by the Academic Code). Fifth year undergraduate students who are enrolled full-time in a degree-seeking program (as defined by the Academic Code) are eligible to live in O'Hara-Grace townhomes only.
- Residency in University Village Apartments is limited to enrolled, full-time students in a degree-seeking program (as defined by the Academic Code) and their spouse /dependents.
- Residency in Cripe Street Apartments is limited to enrolled, full-time students in a degree-seeking program (as defined by the Academic Code) and their spouse.
- Residency in Student Family Housing (i.e., Cripe Street or University Village Apartments) is limited to seven (7) years from the date first assigned to Student Family Housing. Residency in FOG is limited to five (5) years from the date first assigned to graduate housing.

The Office of Housing may make exceptions to eligibility requirements in its sole discretion.

PERIOD OF CONTRACT

This contract covers the period from August 12, 2016 through May 21, 2017, which includes the Fall and Spring semesters, if enrolled, except as indicated in this provision. The Office of Housing, in its sole discretion, may approve early move in or late departure, which will extend the term of this contract. When a student moves into the complex during the academic year, the contract will be for the remainder of the contract period.

The following outlines the parameters by which a contract may be terminated:

- A student is no longer enrolled as a full-time degree-seeking student (as defined by the Academic Code);
- A student participates in an official Notre Dame International (or off-site) study program; or
- A student engages in a voluntary or involuntary withdrawal from school (including, but not limited to, a leave of absence, academic/disciplinary dismissal, and military service).

University Village and Cripe Street residents must vacate their apartment within 3 days of the *earliest* of the following events: (a) graduation; (b) completion of studies; (c) change in status as degree seeking student; or (d) change in family status relevant to eligibility criteria for that complex. Residents required to vacate their apartment must complete the checkout process with the staff responsible for that resident's complex.

FOG residents must vacate their apartment within three days of the *earliest* of the following events: (a) graduation; (b) completion of studies; (c) change in status as degree seeking student; or (d) change in family status relevant to eligibility criteria for that complex. Residents required to vacate their apartment must complete the checkout process with the staff responsible for that resident's complex.

HOUSING CHARGES AND DEPOSIT

Housing charges must be paid in accordance with the schedule of fees established by the Office of Student Accounts for the full term of this contract. A deposit equal to one month's rent will be charged against a student's account as a guarantee against apartment damage and assurance of contract fulfillment. This deposit is charged only once and is refundable under conditions specified below.

REFUND/FORFEITURE OF DEPOSIT

The deposit is refundable if, at the end of the term of the contract, there are no outstanding charges for damages/fines against a resident's account *and* no other charges under this contract are outstanding. If the resident moves off-campus or leaves the University, the deposit will be refunded; otherwise, it will be reapplied as a deposit for the following academic year.

For first time graduate community housing lessees, refund of the deposit will not be made if:

- A resident voluntarily vacates without having first obtained written permission of the Office of Housing any time after the housing assignment is made and prior to the commencement of the contract period, or
- A resident cancels the contract before the completion of the academic term (i.e., before May 21, 2017), or
- There are any charges for damage to the apartment occupied by the resident or for damage to other areas of the apartment complex, or
- The condition of the apartment upon the resident's departure is such as to demand undue extra time for cleaning.

For returning graduate community housing lessees, refund of the deposit will not be made if:

- A resident voluntarily vacates any time prior to the termination of the contract period without having first having provided 30 days' advance notice of the intent to vacate to the Office of Housing, or
- There are any charges for damage to the apartment unit, including private and shared spaces, or for damage to other areas of the apartment complex, or
- The condition of the apartment upon the resident's departure is such as to demand undue extra time for cleaning.

PENALTY FOR NOT FULFILLING CONTRACT

Any first time graduate community housing lessee who voluntarily vacates without having first obtained written permission of the Office of Housing, or a returning graduate community housing lessee who voluntarily vacates without having provided 30 days' advance notice to the Office of Housing will be charged a penalty equal to the amount of the deposit, and will also be liable for housing charges for the remainder of the academic year in addition to imposition of any other charges expressly stated in this contract.

UTILITIES/ COMMUNICATION SERVICES

University Village and Cripe Street:

- The resident is responsible for payment of electricity usage. The student must contact American Electric Power (AEP) to establish an account within one (1) business day after moving in to the apartment.
- Apartments are equipped with cable and internet. Residents can purchase a separate telephone service plan and billing for local phone service will be made by the University pursuant to its established rates. Premium cable service can be purchased directly from the cable provider.
- Water/Sewage is included in the housing charge.

Fischer O'Hara Grace:

- The university furnishes electricity service for each apartment for normal electricity usage for the contract period. Usage in excess will be assessed equally among occupants.
- Apartments are equipped with cable and internet. Residents can purchase a separate telephone service plan and billing for local phone service will be made by the University pursuant to its established rates. Premium cable service can be purchased directly from the cable provider.
- Water/Sewage is included in the housing charge.

HOUSING REGULATIONS

This contract constitutes acceptance by the resident of all the rules and regulations pertaining to the University of Notre Dame apartment complexes set forth in this contract, in *du Lac: A Guide to Student Life*, in the University's Housing Policies, and promulgated by the housing complex and Student Affairs Staff. It also automatically constitutes acceptance of membership in the respective governing bodies of the housing complex to which the resident is assigned, including all rights, privileges and responsibilities of such membership, and responsibilities for living in such a way that health, welfare and the academic pursuits of other students are not jeopardized.

Use and Care

A resident assumes responsibility for the care and use of the assigned apartment and its furnishings. The University will not be liable for any damage to or loss of any of the residents' personal property from any cause whatsoever. The University does not carry insurance on the personal property of students and residents are strongly advised to have their personal property covered by individual or family insurance.

FOG Residents should note that both the living and the storage space (hall closet, linen closet, storage closet, and bathroom shelves) are limited and must be shared by the occupants equally. Residents are to use good judgment in determining the quantity of personal property brought into the apartment/townhouse.

Personal property which is left by a resident at the end of his/her contract period shall be considered abandoned. The University may dispose of all such personal property, without liability, at the expense of resident, as allowed by law.

The University reserves the right: to make whatever reassignment or adjustment in assignments it deems necessary; to inspect apartments for cleanliness or to make repairs; and to enter apartments without a search warrant and search anything therein (including personal belongings) for the purpose of maintaining security, discipline and the orderly operation of an educational institution.

Room Assignments

Moves within the complex or transfers from complex to complex will be made only with prior written approval of the Office of Housing and the Rector(s) of the complex(es) involved. Internal moves are completed between semesters. Residents who engage in unauthorized moves, transfers, or subletting will be subject to penalty, fees and/or administrative room change or cancellation.

Guests

No one guest may stay in the complex for longer than four consecutive nights, nor may the same guest reside in the complex for more than a total of ten nights a semester. Subletting of any resident's apartment is not permitted. All overnight guests must be registered with the staff responsible for that resident's complex.

University Village and Cripe Street Residents may have family members acting as caregivers residing in an apartment for a period of time not to exceed nine months.