

# THE CATHOLIC UNIVERSITY of AMERICA



## SUMMER HOUSING RULES

### **Terms of Use**

The Catholic University of America, hereby referred to as *University*, grants to Licensee a license to use the facilities under the terms and conditions of the Agreement. The parties mutually agree that nothing herein shall create a tenancy, that the license does not constitute a lease, that Landlord-Tenant laws will not apply, and that it does not create or transfer interest or a lien on real estate. Licensee waives any right to remain in the assigned space beyond the end of the license period or after termination due to Licensee's breach of terms.

### **Room Usage**

Licensee is prohibited from using the assigned room in a University residence hall and common areas in the residence hall for anything other than residential purposes and may not allow other persons to occupy the room or conduct any commercial activity without the prior written consent of the University. University reserves the right at its discretion, to reassign accommodations at any time.

### **Compliance with Staff**

Licensee is required to follow all directions issued by authorized representatives of the Office of Conferences and Pryzbyla Management (CPM) or other University officials.

### **Abandoned Property**

Items left after a resident vacates the halls or items improperly stored in common spaces will be deemed abandoned and may be collected and donated to charity or discarded. Licensee may be charged for the removal of such property.

### **Cleanliness and Room Condition**

Licensees must handle University property carefully and safely in individual rooms, shared spaces and common areas, and should do their best to ensure University property is not damaged or stolen.

Licensees must keep their assigned space reasonably neat and clean at all times and must correct issues pointed out by a University representative. In addition, Licensee must help maintain clean and sanitary conditions by cleaning common areas after using them, including disposing of trash, food and garbage appropriately. Licensees must take responsibility for their actions and report when others have caused damage in a common area.

### **Furniture**

University issued furniture that is assigned to a Licensee's room must remain in the room, regardless of other furniture a resident may add to the room. In addition, common area furniture may not be moved to or kept in Licensee's room, so that all individuals may utilize the common areas. Broken or damaged furniture should be reported to Conferences and Pryzbyla Management Information Desk at 202-319-5200 and should remain in the room until a staff member has either repaired or replaced the item.

All hallways must remain clear of all personal belongings and furniture. Personal items, including bikes, sports equipment, and other items may not be left in hallways, stairwells, and/or common areas. The storage of furniture and other items in hallways, common areas, and/or stairwells creates a safety hazard and may be considered a nuisance to other individuals.

Licensee may not remove University furniture from their rooms. A \$100 charge will be billed to any resident who moves furniture from his/her room or moves lounge or study room furniture into his/her room. Licensee will be billed the full replacement value for pieces of furniture not present at check-out and any damage fees applicable for damaged furniture.

### **Damage or Loss to University Property**

If Licensee damages or loses University property, Licensee will be sent an invoice for the repair or replacement cost. Licensee agrees to reimburse the University for the full repair or replacement cost of the damaged or lost University property within thirty (30) days of receipt of the invoice.

### **Keys and Building Access**

Licensee is issued a key that permits access to their assigned room. Select buildings require separate key(s) for access to an apartment, suite, or building in addition to the key for the individual bedroom. Keys are given for a Licensee's personal use. Keys are not transferable and may not be loaned or given to any other individual. Licensee must always lock their doors when exiting their room.

If Licensee loses or temporarily misplaces their keys, Licensee should immediately report the loss to the Conferences and Pryzbyla Information Desk at 202-319-5200. If the originally issued key(s) is/are not located, the key(s) will be considered permanently lost and a lock change will be authorized. There is a \$75 fee for a lock change on a single room. Licensee will not be charged for the first lockout, charged \$25 for the second lockout, and charged \$50 for the third and all subsequent lockouts.

The University maintains a computerized door entry system for most residence halls. To access their assigned residence hall, Licensees should swipe their access card through the scanner located at the building's entrance. For the safety and security of all individuals, doors must not be held or propped open for any reason.

### **Personal Property**

The University does not insure the personal property of any resident on or off campus. The University has no responsibility for any theft, damage, destruction, loss, etc., of any personal property, including but not limited to, money, valuables, or equipment belonging to or in the custody of the resident, whether caused by intentional or negligent act, failure to act, natural causes, fire, or other casualty. Licensee should obtain a personal insurance policy to cover personal property.

### **Maintenance and Custodial Requests**

Please report maintenance and custodial concerns to the Office of Conferences and Pryzbyla Management at 202-319-5200.

### **Room Entry**

Licensee's room is considered private, and representatives of the University will enter only after knocking on the door to:

- Address maintenance needs or complete projects
- Assist in any emergency
- Re-establish order
- Recover any University property
- Prevent destruction of University property
- Perform health and safety inspections
- Investigate alleged violations of federal, District of Columbia, or University policies, rules, or regulations

All University maintenance, custodial services, power plant, and Technology Services staff are required to wear identification while working inside the residence halls. Similarly, all contractors are required to wear identification while working in or around a residence hall.

University staff has the authority to conduct room searches without the permission of Licensee assigned to said room. University officials may inspect rooms as needed to identify and address problems and concerns in the residence halls.

### **Storage**

Storage space for personal possessions is not available in the residence halls. Personal belongings (including sporting equipment and bikes) may not be stored in common spaces such as lounges or hallways. Beds, desks, chairs, dressers, wardrobes, mattresses and other University items may not be removed from rooms, apartments, or suites.

### **Room Maintenance**

Licensees must maintain their living space in a manner that does not cause damage to the building or that would require extensive maintenance, repair and/or housekeeping to restore the building to a standard that is appropriate for future residents.

### **Fire Hazards**

Certain kitchen appliances and tools are prohibited from residence hall rooms because the items pose a serious fire hazard and threat to the safety of all individuals who live in the building. Small kitchen appliances and tools may be stored in a residence hall room for appropriate use in a common area kitchen. In addition, open flames or other items with exposed heating elements are not permitted in any residence hall room because of the potential fire hazard and threat to the safety of everyone.

Failure to evacuate during a fire alarm or emergency will result in a \$25 fine and possible removal from the residence halls.

### **University Utilities**

The University does not assume any liability for the failure or interruption of utilities or air conditioning, or for conditions

resulting from failure or interruption of the same.

### **Prohibited Activities**

Certain activities are not permissible in the residential communities because of the damage they could cause to the building, the threat to health and safety that they present to individuals, and/or the danger inherent in the activities. Prohibited activities in this category include but are not limited to:

- **Dangerous Conduct:** Intentionally or carelessly engaging in conduct that threatens or endangers the health or safety or causes physical harm to any person
- **Disorderly Conduct:** Acting in a manner to annoy, disturb, interfere, obstruct, and/or be offensive to another
- **Harassment:** Any actions, threats, gestures, and/or words directed toward another person which have the purpose or which tend to incite a breach of the peace, create a hostile environment, or cause emotional distress to that person because of the humiliating, degrading, intimidating, insulting, coercive, ridiculing, and/or alarming nature of the conduct.
- **Use, Possession, or Storage of Dangerous Items**
- **Interfering with Fire Safety including, but not limited to:** misusing, tampering or damaging fire safety equipment (fire extinguishers, smoke alarms, sprinkler systems, and/or exit signs, etc.); Unauthorized burning of any material in any University building, on University property, and/or on areas adjacent to University property; disregarding a fire alarm signal or refusing to evacuate a building or a section of a building when a fire alarm is sounding; Recklessly or intentionally activating a fire alarm when an emergency situation does not exist.
- **Alcohol or Illegal Drug Use or Possession**
- **Theft and/or Unauthorized Possession of Property**
- **Damage to or Misuse of Property**

### **Quiet Hours**

Quiet hours are 7:00pm to 7:00am Sunday through Thursday and 1:00am to 8:00am Friday and Saturday. No noise should be audible outside the closed door of a resident's room during these hours.

### **Musical Instruments**

Musical instruments are only allowed after approval by the Office of Conference and Pryzbyla Management.

### **Violation of Rules or Policies**

Violation of Summer Housing Rules, University policy (found here: <http://policies.cua.edu>), or applicable law or regulation may result in discipline, fines, or removal from University housing at the University's sole discretion. Decisions concerning whether a violation of Summer Housing Rules, University policy, or applicable law or regulation has occurred is made by the University in its sole discretion.

### **Termination for Convenience**

The University may terminate this Agreement, without penalty or liability, for reasons that the University determines to be in its best interests and relate to the University's Mission or safety, with fourteen (14) days written notice to Licensee. Should this Agreement be terminated for convenience, the University will refund all monies paid by Licensee.

### **Release and Indemnity**

Licensee agrees to release, defend, indemnify, and hold harmless the University from any claims or liability for injury or damage (including loss or damage to property) arising from or attributable to Licensee or Licensee's guests/invitees use of University property or breach of this Agreement, unless it is solely due to negligence on the part of the University.

**This Agreement contains the release of legal rights and claims. Please read and consider carefully before signing.** I/We have read the Summer Housing Rules and agree to abide and be bound by them.

**Licensee:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Parent or Legal Guardian:**

(Necessary if Licensee is under 18 years of age) Printed

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_