

HOUSING LICENSE AGREEMENT

STUDENT INFORMATION: (Please print)

Last Name First Middle

Permanent Address - Street Address

Permanent Address - City, State, Zip, Country

Contact Phone Number Andrew User ID Sex

DATES OF OCCUPANCY: Fall Term 8/21/08 – 12/17/08 & Spring Term 1/9/09 – 5/13/09

This License provides for occupancy of an assigned space in campus housing only during the dates specified above. Students may not take up residence prior to the opening dates for both fall and spring without special approval in writing from the Office of Housing and Dining Services. The full terms of this Agreement will be enforced should occupancy be taken prior to the established opening dates. During the official winter recess, all terms of the Agreement will remain in effect although the Student will not have access to his/her accommodation unless otherwise published or approved by the Office of Housing and Dining Services. All Carnegie Mellon residential areas must be vacated at the close of the academic year in accordance with published schedules. All personal belongings must be removed from University property by 12 noon following the last day of final exams. Certain exceptions may be made for graduating seniors and students taking part in graduation ceremonies (official, campus-related requests only). First-year students are required to live within the campus housing system. Exceptions to this policy must be requested in writing to the Dean of Student Affairs.

ROOM CHARGES:

Unless otherwise specified, this contract is for two (2) terms. Do not send payment with contract.

By signing this Agreement, the Student agrees to pay the housing rate as published by the Office of Housing and Dining Services for the type of accommodation to which he/she is assigned.

ROOM ASSIGNMENTS:

The Office of Housing and Dining Services has the sole right to make room assignments in campus housing, to determine the occupancy of any room, fill any vacancies and approve room changes. The Office of Housing and Dining Services may change the Student's accommodation assignment at any time if the University feels it to be in its own best interest or in the best interest of the Student. When a permanent accommodation is changed at the convenience of the University, the Student will be charged at the prorated share of the lesser amount of either his/her former rate or the rate in the facility where he/she is reassigned. (The University reserves the right to store at no liability for a limited period of time or discard the belongings remaining in an accommodation after the accommodation has been assigned to another student or not vacated by a prescribed time.) No unassigned person is permitted to reside in campus housing.

DECLARATION OF INTENT:

I understand that by signing this Housing License Agreement, I am declaring my intent to occupy my campus housing assignment for both the fall and spring semesters.

- As a new first-year student to the University, I understand that my initial University, non-refundable deposit of \$600 includes and satisfies my \$300 housing reservation fee charge and will appear on my student account.
- As an upperclass student, new to or returning to University housing, I understand that my \$300 housing reservation fee charge will appear on my student account.

If I am participating in the room draw process, I understand that if I decide to cancel my Housing License Agreement on or before April 25, 2008, I may do so by completing the online cancellation form located at <http://www.housing.cmu.edu/roomdraw> and I will receive a full refund of all housing charges and the \$300 housing reservation fee. I understand that by canceling this Agreement after April 25, 2008, and on or before May 16, 2008, I will receive a full refund of housing charges but forfeit my \$300 housing reservation. I understand that after May 16, 2008, I will not be permitted to cancel my Housing License Agreement unless I am leaving the University. In the event that I leave the University, I understand that I am responsible for the \$300 housing reservation fee. If I believe that my circumstances are extenuating, I can request an exception of this policy by contacting Housing and Dining Services in writing. If I am permitted to cancel my Housing License Agreement, I will forfeit the entire housing reservation fee. If I am not permitted to cancel my Housing License Agreement, I understand that I am liable for my assigned room charges for both the fall and spring term indicated on this agreement.

I have read the terms of this Agreement as outlined on this page and on the back page and agree to abide by these terms by affixing my electronic signature below. I understand that Carnegie Mellon University does not have any report or records pertaining to lead-based paint hazards in my leased housing. If I live in campus owned or rented apartment housing, I acknowledge that I have received the pamphlet entitled, "Protect Your Family from Lead in Your Home", or have reviewed it online at <http://www.epa.gov/lead/pubs/leadpdf.pdf>. I further agree to abide by all rules and regulations established by the Carnegie Mellon Office of Housing and Dining Services, the Office of Student Affairs, the Student Dormitory Council and the individual living units. I understand that copies of "The Word", the Carnegie Mellon undergraduate student handbook, and "From the Ground Floor Up", the student guide to housing and dining services, are available to me through the Carnegie Mellon Web site and in hard copy, upon request. I understand that this Agreement goes into effect upon being signed by a representative of the Office of Housing and Dining Services. By signing below I am certifying that I am 18 years of age or older.

Student Signature Date

Parent/Guardian (if student is under 18) Date

Housing and Dining Services Representative Date

HOUSING LICENSE AGREEMENT

TERMS AND CONDITIONS

This housing license, hereafter referred to as Agreement, is between the individual named on the reverse, hereafter referred to as you or Student, and Carnegie Mellon University, hereafter referred to as University.

1. TERMS: The University grants to the Student the personal right, license, and privilege to occupy and use an assigned accommodation in the University's facilities together with at least a bed, desk, dresser, bookcase, and chair situated therein on the date the Student takes possession of the accommodations subject to the terms and conditions set forth in this Agreement.

2. IMMUNIZATION STANDARDS: The University requires all Students entering the University to show proof of immunization against certain vaccine-preventable diseases before arriving on campus. A failure to meet immunization may prevent you from checking in and/or being asked to vacate housing.

3. HOUSING RESERVATION FEE: One \$300 housing reservation fee is required to secure a residential space in campus housing for the academic year. (Please see Declaration of Intent section on reverse side for details about refund deadlines and occupancy deadlines.)

4. CANCELLATION OF AGREEMENT: This Agreement may not be cancelled by the Student earlier than the two term period of dates specified except for marriage or verified withdrawal from the University. The Student may request an exception to cancel this Agreement through the Director of Housing and Dining Services or his/her designee. (Please see Declaration of Intent section on reverse side for details about cancellation and refunds or contact the Manager of Assignments for Housing and Dining Services.) Cancellations may also be granted to Students who are participating in University-sponsored study abroad and co-op programs, as well as verified mental or physical reasons. For more information, please refer to "From the Ground Floor Up: The student guide to housing and dining services".

5. WITHDRAWAL OR SUSPENSION FROM UNIVERSITY: Only University Students may reside in campus housing. Any Student wishing to withdraw from housing during the term of the Agreement cannot consider his/her withdrawal official until he/she has returned his/her key to the Office of Housing and Dining Services and completed the official Housing Cancellation Request form. Students moving from the residence halls will be subject to any prorated charges for the period of occupancy. After academic dismissal, financial suspension, verified withdrawal or leave of absence, the Student shall move from the accommodation within 72 hours upon notice of termination by the Director of Housing and Dining Services or his/her designee.

6. CHANGE IN ENROLLMENT STATUS: A Student who has a change in enrollment status (for example if a Student goes from full-time to half-time, etc.) may have his/her Agreement cancelled at the sole discretion of the Director of Housing and Dining Services or his/her designee. If that Student participates in disorderly behavior of any kind, the University reserves the right to terminate this Agreement and remove the Student from campus housing.

7. CONSOLIDATION: After the Room Draw process for returning students has concluded, the Office of Housing and Dining Services will consolidate students without roommates or whose roommates cancel their reservations with other students in the same situation. Students will be consolidated within their assigned building and specific room type whenever possible. Every effort will be made to notify the Student if this situation occurs. If necessary, consolidation will be determined by class standing and lottery number. The consolidation process will then continue until such time that wait list and first year housing needs are successfully addressed. The University will also exercise its right to consolidate Students who share similar interests and activities (i.e. smoking) if no compatible roommates exist on the waiting lists.

8. QUIET LIVING AREAS: Designated University-operated apartments in the Oakland Community and other designated residence hall buildings or floors are expressly quiet living areas. The Student agrees to abide by a 24-hour quiet hour policy in these designated quiet living areas and agrees to be responsible for ensuring that the noise generated within his/her apartment or residence hall room is not audible at a distance of ten feet from his/her apartment or room.

9. SMOKE-FREE LIVING POLICY: The residential areas within the University housing system except for Fairfax Apartments and Webster Hall are smoke-free living environments. This policy prohibits the smoking of tobacco or any other substance in residential areas. This designation not only includes the actual residents of the area, but also extends to their guests. As such residents will be responsible for ensuring that any violation of this policy will be reported to the proper authorities. Violations of this policy will be appropriately enforced.

10. VACANCIES: The University has the right to assign any vacant space in campus housing during the term. When vacancies occur during the term of this Agreement in a multiple occupant accommodation, under the discretion of Housing and Dining Services and based on availability, the Student may request to be given the option to pay for the vacancy and reduce the occupancy of the room. During the period of reduced occupancy, the room furnishings shall remain in place and become the responsibility of the remaining occupant(s).

11. KEYS: All keys issued to the Student by the Office of Housing and Dining Services are the property of the University and cannot be exchanged with or given to another person. If the Student departs prior to the end of the Agreement period, the Student must return all keys, including Student ID card access, to the Office of Housing and Dining Services within 24 hours of vacating his/her assigned space or a fee (as published by the Office of Housing and Dining Services) will be assessed to cover costs of a lock change and key replacements. If access is not removed from the Student ID card upon vacating, a fee will be assessed to the Student account to cover the cost of deactivating access from the room door. Students may not duplicate keys.

12. HOUSEKEEPING: The University will provide daily bathroom cleaning for all communal bathroom facilities and public areas of the residence halls. The University will also provide weekly bathroom cleaning for all semi-private bathrooms. Students residing in apartments or accommodations with private bathrooms are responsible for the cleaning of their own bathrooms.

13. COOKING: The University provides working kitchens in all apartments and house accommodations. Public kitchen facilities are provided in select residence halls. In all other areas, cooking will only be permitted with a University-approved MicroFridge or similar microwave unit.

14. SPECIAL NEED: Medical or special need to alter this Agreement will be evaluated by a Student Health Services professional staff. To begin this process, visit <http://www.studentaffairs.cmu.edu/HealthServices/forms/forms.cfm>

15. AIR CONDITIONERS: Only a Student with documented medical necessity, approved by the Student Health Services, will be authorized to have an air conditioner in his/her room. For areas that cannot support an air conditioning unit, the Student can be prioritized for a room change. Approved students are responsible for the purchase of the unit as well as the installation and removal fees. Units can only be installed and removed by Housing and Dining Services personnel.

16. TELEPHONES: The Student agrees that the University will provide on campus and limited local telephone service to the living quarters assigned to the Student. Students must provide their own telephones.

17. PROHIBITED USES AND ACTIVITIES: None of the following shall be permitted in student accommodations: water beds, refrigerators larger than 4.3 cubic feet, unauthorized air conditioners, unauthorized home-constructed loft units, unauthorized pets, exterior radio/television aerials, controlled substances, ammunition or other explosives, firearms or other weapons, and highly combustible substances. Additionally, the operation of any business efforts or ventures are expressly prohibited. Students interested in seeking exceptions to this policy may contact the Office of Housing and Dining Services.

18. UNIVERSITY RIGHT OF ENTRY: The University reserves the right for authorized representatives of the University to enter an accommodation at any time to plan or perform maintenance or whenever a clear and present danger or violation of the University's regulations requires such entrance.

19. FURNITURE: Non-University furnishings must be removed from the accommodation at the earlier of the close of the Spring Term or when the Student withdraws from the University or campus housing. The University will not be responsible for furniture left in an accommodation.

20. RESIDENCE HALL DAMAGE: The Student is absolutely responsible for all damage in the assigned Residence Hall or loss of furniture therein and will be charged the cost of any subsequent repairs, replacement, or custodial service not normally provided. The Student is also responsible for leaving the assigned area in reasonably clean condition as defined as broom swept with no articles of any kind left remaining in the accommodation at the conclusion of occupancy. Unless responsible individual(s) are held accountable, each Student in that Residence Hall will be jointly responsible for and will be charged a prorated share of the cost of whatever damage may occur, for any cause, to the public and semi-public areas in their residence halls.

21. PERSONAL PROPERTY: THE STUDENT IS RESPONSIBLE AND LIABLE FOR, AND SHALL HOLD UNIVERSITY HARMLESS FROM, ANY AND ALL INJURY AND DAMAGE TO PERSONS OR PROPERTY CAUSED, DIRECTLY, OR INDIRECTLY, BY STUDENT'S INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS (INCLUDING INJURY OR DAMAGE CAUSED BY STUDENT'S DEFECTIVE PROPERTY). YOU ARE RESPONSIBLE AND LIABLE FOR INSURING YOUR PERSONAL PROPERTY, INCLUDING LOSSES DUE TO FIRE, SMOKE, WATER AND THEFT. UNIVERSITY IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY AND DOES NOT PROVIDE ANY PROPERTY OR LIABILITY INSURANCE COVERAGE FOR YOUR BENEFIT.

22. LEAD-BASED PAINT DISCLOSURE: To fully comply with Federal EPA regulations regarding communication about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned and leased apartment style housing. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor's Disclosure: University has no knowledge of lead-based paint and/or lead-based paint hazards in this leased housing. University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in this leased housing.

23. RULES AND REGULATIONS: The Student shall comply with the rules and regulations of the Residence Hall and the University which are now, or hereafter, in effect. These rules and regulations are specifically made part of this Agreement by reference. The right, license, and privilege granted in this Agreement is subject to additional regulations governing the conduct of occupants of specific Residence Hall areas which are promulgated by the University and/or student government groups recognized by the University. Violation of such regulations or the terms of this Agreement may result in whatever disciplinary and punitive action the University feels is reasonable and warranted, including immediate cancellation of this Agreement and removal from campus housing.

24. ELECTRONIC SIGNATURE: The Student submission and signature of the Housing License Agreement takes place on-line and involves an electronic signature via authentication using University WEB Initial Sign-on protocol. The electronic signature serves as the official signature that is kept on file by Housing and Dining Services.

25. STATEMENT OF ASSURANCE: University does not discriminate and is required not to discriminate in admission, employment or administration of its programs or activities on the basis of race, color, national origin, sex or handicap in violation of Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973 or other federal, state or local laws, or executive orders. In addition, University does not discriminate in admission, employment or administration of its programs on the basis of religion, creed, ancestry, belief, age, veteran status, sexual orientation or in violation of federal, state or local laws, or executive orders. While the federal government does continue to exclude gays, lesbians and bisexuals from receiving ROTC scholarships or serving in the military, ROTC classes on this campus are available to all students.