

**TERMS AND CONDITIONS
FOR HOUSING ACCOMMODATIONS
SUMMER 2017**

A. HOUSING

1. Occupancy and Re-Assignment

PLU agrees to provide Student/Resident (referred to as Occupant for the remainder of this document) with the use of specified accommodations based on representations made by Occupant in the Housing Application completed by Occupant and on the terms contained in Agreement, the Terms and Conditions, the applicable PLU Housing Guide, the University Catalog, the Student Code of Conduct, PLU's Residential Life and Hospitality Services & Campus Restaurants web pages and other University policies and regulations, all as may be amended from time to time (the "Publications"), which are incorporated by this reference. Use or continued use of any particular space cannot be assured.

PLU may make changes in assignments of accommodations whenever it finds changes to be necessary or in the best interest of the residential community.

Any disputes about accommodation assignments will be resolved by the Director of Hospitality Services in his/her sole discretion.

Occupant may change accommodations only with the prior permission of Hospitality Services. Space in University housing is made available to Occupant only for his or her personal use and Occupant may not transfer the use of such space to any other individual. While Occupant is permitted to have a guest for short periods of time, extended visits are not permitted. The length and frequency of visits is contingent upon the consent of the Director of Hospitality Services.

2. Terms of Agreement.

Unless otherwise specified, the University agrees to provide Occupant with the use of the accommodations commencing with the check-in date through the check-out date as indicated on the Housing Application.

Occupants remaining beyond or arriving before the permitted time will be charged for their additional stay. If the space is occupied past the termination date, Hospitality Services may enter the room and pack and store the belongings therein at the occupant's expense.

3. Early Termination of This Agreement.

These Terms and Conditions are binding for the entire occupancy period. However, under certain circumstances, PLU permits termination of the agreement, subject to the conditions below. Upon termination of this Agreement, the accommodations

must be cleared of all personal property. The University accepts no liability for personal property remaining in the accommodations after termination.

a. Cancellation by the Occupant.

The Occupant who desires to terminate this Agreement must notify Hospitality Services in writing. The Occupant will continue to be charged for occupancy until proper notification has been received, the room has been vacated and the keys have been returned. An Occupant who accepts a contract and then wishes to cancel it will be assessed fees as set out in the Cancellation Fee Schedule in the applicable PLU Housing Guide and the Occupant can be held responsible for the full contract value (or such lesser amount as the University determines appropriate).

b. Termination by PLU.

Hospitality Services may terminate a contract and repossess the assigned space for any of the reasons listed below. In such event, Occupant will be responsible for all obligations accrued under this Agreement.

c. If the residency is revoked by any University disciplinary authority for violation of University rules and regulations contained in the Publications.

d. If the University finds such action appropriate for reasons of health, safety, or emergency.

e. If the University terminates the Agreement, Occupant agrees to vacate the space at the time designated by the University and return the keys.

f. If the Occupant fails to comply with the procedures set out in this paragraph, Hospitality Services may take related action, including removing any property remaining in the space and changing the locks. Occupant will be responsible for any related costs in taking these measures.

g. If Occupant vacates the accommodations without prior consent, this contract shall continue in effect and the Occupant shall be held responsible for all payments owed under this Agreement for the entire term of the Agreement.

h. If the University finds that the Occupant has been untruthful on the Housing Application.

4. Charges and Payment.

Responsibility for payment of charges due under this Agreement rests entirely with the Occupant. Failure to make payments as agreed will subject the Occupant, under PLU regulations on nonpayment of fees and charges, to sanctions, including interest charges, and if applicable, suspensions, withholding of degrees and withholding of transcripts.

5. Liability.

The Occupant is responsible for loss of or damage to University property provided for the Occupant's use, including the furniture and the accommodations. All University property located in the accommodation at the commencement of the agreement period must be located in the same accommodation in good condition upon termination of the agreement. The Occupant may also be held liable for

damage done to public areas and furniture or equipment located therein. The University is not responsible for loss, damage or injury to the Occupant's property or person. No alterations, painting or construction may be done in the accommodation. Occupants may not contract with or permit any outside provider to perform any maintenance, alteration, or repairs to the University's facilities. Any cost incurred by the University to restore the accommodation or contents to the condition which they were in when made available to the Occupant will be billed to the Occupant. The Occupant will be held liable for any fine or charge from a governmental agency accruing to the University through the Occupant's fault.

6. Keys.

No Occupant will be issued a room key unless he or she has signed an agreement for housing. One set of keys is issued to each Occupant. All keys issued must be returned by the last day of the term of this Agreement or of the Occupant's use of the accommodations, whichever occurs first. No housing credit will be given unless and until the key is returned regardless of the reason for termination. Any Occupant who loses or fails to return a key will be charged for a lock change.

7. Privacy and Right of Re-Entry.

The University respects the privacy of the Occupant, but reserves the right to re-enter and take possession of the accommodations upon the occurrence of any event breaching this Agreement. The University may enter the accommodations during reasonable hours to provide efficient services and maintenance. The University may enter the accommodations without notice for the purposes of emergency service, safety and room condition inspections or if there is a reason to believe that any term or condition of the Agreement is being violated. When entering accommodations, the University may be accompanied by an outside party, such as, without limitation, a municipal fire inspector.

8. Regulations Incorporated.

Conduct in the accommodations is subject to rules and regulations as set forth in the current editions of the Publications. In addition the University may, from time to time, adopt other rules regulating aspects of life in University housing. All such rules and regulations, and any modifications thereto, are part of this Agreement and will be enforced by the University. Occupants violating any of the regulations will be subject to University disciplinary action, which may include the imposition of fines by Hospitality Services. Violations will be considered a material breach of this Agreement by Occupant and may result in the University terminating this Agreement. Particular attention is drawn to the following:

a. Fire Safety.

The University requires all Occupants to comply fully with all University fire safety regulations. The University will inspect the accommodations from time to time to ensure compliance. Smoking is not permitted on campus.

- b. Firearms.
The possession, storing, or use on campus of firearms, ammunition, dry explosives or incendiary devices that might threaten human life is not permitted.
- c. Cooking.
Cooking is permitted only in designated kitchen areas. Cooking in accommodations without kitchens is strictly prohibited.
- d. Roof Policy.
Entering upon exterior elevated surfaces of campus buildings (roofs, fire escapes, terraces, locked balconies, ledges above the first floor, etc) is strictly prohibited except in emergencies.
- e. Pets.
Fish are the only pets allowed in residential rooms. Fish tanks larger than 25 gallons are not permitted.

9. Relationship of Parties.

The legal relationship between Occupant and the University shall be that of a guest and an innkeeper, respectively, and nothing herein shall be construed to give Occupant any additional rights including, but not limited to, those of a tenant under a residential lease.

10. Exceptions.

Any failure to provide the use of specified accommodations due to acts of God, construction, strikes or threats thereof or due to any causes beyond the control of the University shall not constitute a breach of this agreement, and the University will not be liable to the Occupant except to the extent of allowing in each such case a prorated reduction in charges for the number of days that accommodations are not provided.