

TERMS AND CONDITIONS FOR HOUSING ACCOMMODATIONS 2019-2020

A. HOUSING

1. **Occupancy and Re-Assignment.** PLU agrees to provide Student with the use of specified accommodations based on representations made by Student in the Housing Application completed by Student 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 Residential Life in his/her sole discretion. Student may change accommodations only with the prior permission of Residential Life. Space in University housing is made available to Student only for his or her personal use and Student may not transfer the use of such space to any other individual. While Student 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 Residential Life.

2. **Terms of Agreement.** Unless otherwise specified, the University agrees to provide Student with the use of the accommodations commencing at a time prior to the first week of classes as indicated in the applicable PLU Housing Guide, and ending no later than 24 hours following the completion of Student's last final exam of the second term of the academic year; except if Student is receiving a degree in such academic year, ending the day of Commencement, or except if Student is a resident of South Hall, ending on June 1, 2020. 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, Residential Life 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 Resident.** The Student who desires to terminate this Agreement must notify Residential Life in writing. The resident will continue to be charged for occupancy until proper notification has been received, the room has been vacated and the keys have been returned. A Student 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 Student can be held responsible for the full contract value (or such lesser amount as the University determines appropriate).
- b. **Termination by PLU.** Residential Life may terminate a contract and repossess the assigned space for any of the reasons listed below. In such event, Student will be responsible for all obligations accrued under this Agreement.
 - (1) If the residency is revoked by any University disciplinary authority for violation of University rules and regulations contained in the Publications.
 - (2) If the resident graduates or withdraws for any reason.
 - (3) If the resident stops attending class without withdrawing.
 - (4) If the University finds such action appropriate for reasons of health, safety, or emergency.
 - (5) If the University terminates the Agreement, Student agrees to vacate the space at the time designated by the University and return the keys.

- (6) If Student fails to comply with the procedures set out in this paragraph, Residential Life may take related action, including removing any property remaining in the space and changing the locks. Student will be responsible for any related costs in taking these measures.
- (7) If Student vacates the accommodations without prior consent, this contract shall continue in effect and the Student shall be held responsible for all payments owed under this Agreement for the entire term of the Agreement.
- (8) If the University finds that the Student has been untruthful on the Housing Application.

4. **Charges.** Responsibility for payment of charges due under this Agreement rests entirely with the Student. Payment of charges will be made pursuant to the procedures and schedule published in the University Catalog and applicable Housing Guide for the applicable academic period. Failure to make payments as agreed will subject the Student, under PLU regulations on nonpayment of fees and charges, to sanctions, including interest charges, suspensions, withholding of degrees and withholding of transcripts.

5. **Liability.** The Student is responsible for loss of or damage to University property provided for the Student'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 Student 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 Student's property or person. No alterations, painting or construction may be done in the accommodation. Students 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 Student will be billed to the Student. The Student will be held liable for any fine or charge from a governmental agency accruing to the University through the Student's fault.

6. **Keys.** No Student will be issued a room key or Card Access unless he or she has signed an agreement for housing. All keys issued must be returned by the last day of the term of this Agreement or of the Student'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 Student 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 Student, but reserves the right to re-enter and take possession of the accommodations upon the occurrence of any event set out in section 3 or upon the breach of any term of 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. Students violating any of the regulations will be subject to University disciplinary action, which may include the imposition of fines by Residential Life. Violations will be considered a material breach of this Agreement by Student and may result in the University terminating this Agreement. Particular attention is drawn to the following:

- a. **Fire Safety.** The University requires all students 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, including kitchens in South Hall and designated kitchen areas in other residence halls. 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 student rooms. Fish tanks larger than 25 gallons are not permitted.

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

10. **Exceptions.** Any failure to provide meals (where applicable) or 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 Student except to the extent of allowing in each such case a prorated reduction in charges for a number of meals (where applicable) not provided or the number of days that accommodations are not provided except that the University in its sole and absolute discretion may instead provide an alternative location for meals (where applicable) and alternative accommodations at no additional cost to the Student as it deems necessary or desirable.

B. DINING

These Terms and Conditions are applicable to all students who have purchased a meal plan regardless of the residence hall they live in.

1. **Meal Plan Requirement:** PLU's Board of Regents has determined it is not feasible to offer housing and meal services separately during the academic year. Students required to live on campus under the PLU residency requirement or with an active housing assignment (except those living in South Hall at the time this contract is submitted) are automatically contracted for the default (Meal Plan B) meal plan. Students may change to another meal plan by completing an Optional Meal Plan Contract as described below. Students living in Kreidler Hall may choose from Meal Plans A, B, C, D, E, F & G. Other residential students (except South Hall residents) must choose a meal plan with unlimited All-You-Care-to-Eat (AYCTE) meals (Meal Plans A, B, C and D). Students eligible to live off campus per the PLU Residency Requirement may choose Meal Plan Flex-D regardless of their hall assignment.

2. **Terms of Agreement.** The University agrees to provide meals at specified locations to the Student for the academic year (Fall, J-Term and Spring Semesters). Not all venues will be open at all times. Specific dates of service are outlined on the Optional Meal Plan Contract and Traditional Hall Housing Guide. The agreement period does not include Thanksgiving, Winter, J-Term or Spring Breaks. All scheduled serving days are in accordance with the University's academic calendar and are subject to change if the calendar should be revised. Dining Dollars are a declining balance tender, which may be used for individual items at all campus dining units and will expire at 10:00 p.m. on the Saturday of Finals Week.

3. **Termination or Change.** The Student is permitted to change the meal plan agreement, with no fee, up to 5:00 p.m. the day before that semester's meal plan agreement starts. Specific dates of service are outlined on the Optional Meal Plan Contract and Traditional Hall Housing Guide. After the meal plan has commenced, the agreement may be changed and a fee will be assessed. New contracts may be signed at any time throughout the first 14 weeks of the semester.

Canceling University housing within the first 14 weeks of the semester will result in an automatic cancelation of Student's meal plan agreement. There are no refunds for canceling after the Monday of the 14th week of classes each semester. When Student officially withdraws from the University, unused Dining Dollars purchased that semester and future AYCTE meals, will be credited to the PLU student account. Refunds will not be provided for past AYCTE-meals or Dining Dollars purchased in previous semesters.

4. **Charges and Non-Payment.** Responsibility for payment of charges due under this Agreement rests entirely with the Student. Payment of charges will be made pursuant to the procedures and schedule established published in the University Catalog and applicable Housing Guide for the applicable academic period. Failure to make payments as agreed will be subject to the Student, under PLU regulations on nonpayment of fees and charges, to sanctions, including interest charges, suspensions, withholding of degrees and withholding of transcripts.

5. **Identification.** The University issued ID card (LuteCard) is used in the campus dining venues for meals purchased through a meal plan contract and to purchase meals with Dining Dollars. The Student must present a valid card to be admitted to AYCTE meals or make purchases with Dining Dollars. It is for the exclusive use of the Student to whom it is issued and is non-transferable. Any misuse of the LuteCard including the inappropriate transfer to others for any campus access (including AYCTE meals and use of Dining Dollars) will subject the owner and user to disciplinary action. Responsibility for safeguarding and proper use of the card is solely that of its owner. Students can avoid any inconvenience and expense to themselves by treating their card as though it were cash or a credit card. Faulty, damaged or defaced cards will not be accepted and may be confiscated. Lost/stolen, damaged, confiscated or defaced cards may be replaced at the Campus Concierge, a replacement fee may be charged.

6. **Conditions of Participation.** During AYCTE meal periods, all food selected in the dining unit must be consumed prior to leaving the dining room. Any removal of food from the dining room during these periods will be subject to disciplinary action. The department reserves the right to change the location and service for special meals.