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Housing and Residence Life Office ("Housing Office")

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1. Terms and Conditions:

A. The student, parent, guardian or other guarantors are urged to carefully read the content of the following License. This License will become legally binding and fully enforceable between the student, or guarantor in the case of a minor, and the University/ULH, Inc. upon completion of the application. Prior to confirmation of assignment, this License is fully revocable by both the applicant and the University.

B. While the Housing Office and ULP have done our best to outline the License in this agreement, it may not be fully inclusive. By submitting this License electronically, I am agreeing to accept a housing assignment from the University of Louisville Housing and Residence Life Office/ULP. I understand I will be held to all University policies including but not limited to the policies listed on the License, "**Housing Online Policies**" found on websites, and the University Student Code of Conduct. These policies are reviewed annually, but changes may also be made throughout the year as needed. Any mid-year changes will be announced on the Housing Office/ULP websites.

C. Meal Plan: All students who live in University/ULH, Inc. residence halls and apartments are required to participate in the meal plan. The type of meal plan and cost per semester are based on the type of housing unit in which you live. Please see the [Dining Services Meal Plan](#) page for more detailed information about the meal plan.

2. Agreement to Deal Electronically:

By choosing to sign this License, you agree to the following terms and conditions:

A. Your use of the License is conducted electronically and you agree that the Housing Office/ULP may communicate with you electronically through your University email account for all aspects of your use of the residential License, including sending you electronic notices

B. At the end of this document, you will be asked to provide an electronic

signature. By doing so you agree to the terms and conditions of the License, all current University policies and procedures including but not limited to Housing Online Policies, and cancellation policy and you agree to contact the Housing Office/ULP if you need information about your License.

C. You agree to keep all records relating to your License and print or make an electronic copy.

D. Except as prohibited by law, you agree to waive any law requiring different communication methods in connection with your use of the License.

3. Period of License:

A. Residence Halls: This License binds the student to live in the residence halls for the full academic year consisting of the fall and spring semesters or for that portion of the License that remains after the student moves in. A financial penalty will be assessed to students who are approved to cancel the License. This License may begin no earlier than the week before the first week of classes and will end 24 hours after the last scheduled spring term final exam. If early arrivals or occupancy extensions to this License are approved by the Housing Office/ULP the remaining terms and conditions of the License remain in force and additional charges will be added to the students' university accounts.

B. Apartment Residents: This License binds the undersigned individual to the apartment and the terms of this License for twelve months or through May 15th including those who graduate in early May and/or complete their research and classes before that date.

4. Eligibility:

A. Students eligible to live in a residence hall must be registered, fee-paying students at the University or other approved institutions for each semester of occupancy. Full-time students will be given preference over part-time students. Students must be current on their financial status with the University. Other persons eligible include individuals contracted by a university unit to conduct research or post-doctoral study. Individuals receiving university benefits as part of their compensation may will be eligible to live on campus. The recognized definition of a family for the apartments is the immediate family group which includes the adult student/person who signed the agreement along with either a spouse and/or children. A marriage License will be required for couples living on campus. Any other combination of individuals living in the apartment together will be considered non-family students and will be charged appropriate fees.

B. Eligibility Statement: By submitting this document, I authorize the Housing Office/ ULP to review my university records (academic, employment, and any other records) for the purpose of verifying my eligibility for on-campus housing. All applicants MUST consent to the eligibility statement to reside in university facilities

5. Application, Fees, and Financial Obligations:

A. To be eligible for University Housing, individuals must meet the above eligibility standards, complete a housing application, and submit the required payment of \$175.00. This \$175.00 payment includes a \$40.00 application fee and a \$135.00 non-refundable processing payment.

B. Payments for the remaining balance of the "License Fees" (amounts can be

verified using the online rate sheets) and meal plan need to be paid at the Bursar's Office. The Bursar's Office issues all bills and individual statements will not be sent from the University/ULP. You authorize the University of Louisville to apply Title IV Program funds in excess of tuition and fees toward the payment of Housing/ULP charges. You have the right to rescind this authorization in writing at any time.

C. Residence Halls: Payments are due upon moving into the residence hall.

D. Apartments: the full amount will be posted on student account and all eligible financial aid must be applied to account. Otherwise monthly installments are due at the first of the month. Charges will be billed through the Bursar's Office monthly as follows: June to August will be billed summer semester; September through December will be billed to the fall semester; and January through May will be billed to the spring semester. Students' accounts must be financially settled throughout the license period.

E. Payments under the License shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to License fees.

F. Waiver: The Housing Office/ULP allows for the waiver of portions of the \$175.00 payment to qualifying students. Those students approved for waiver of their University admissions application fee (based on the requirements found at <http://admissions.louisville.edu/apply/waiver.html>) may request a waiver of the \$175.00 payment. If application is canceled, student is expected to pay appropriate cancellation fee associated with cancellation date.

G. Current Resident Renewals: In order to renew for the next academic year, a resident will reapply during the designated sign-up period. Once given a renewal assignment, the new License, is binding for the License period. NOTE: If a renewing resident cancels the License the cancellation policy applies and appropriate fees will be assessed.

6. Cancellations:

Students may apply to cancel the License by submitting a written request to the Housing Office/ULP. Cancellation of the License may be approved for reasons as identified in the cancellation policy. Cancellation fees will be applied as listed. If as a result of a disciplinary action, you are expelled from University Housing, but remain enrolled at University, you will be responsible for full cancellation fees as stated in the policy. I have read the cancellation policies and understand my electronic signature indicates I will be held to the cancellation policies and procedures on the Housing Office/ULP website.

7. Default of License/Penalty Fees:

DEFAULT . In addition to the University Policies, some major housing policy violations are listed below. These offenses would place you in violation of this License. See the "Housing Online Policies" for some applicable remedies that would result if these type of violations occur.

a. You fail to pay License fees or any other amount owed as directed by this License

and not maintaining good financial standing with the University;

b. You or your guest violates this License or any addendum to it, the “Housing Online Policies”, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

c. Any of the utilities which are payable by you or the other residents of the assigned space are disconnected or shut-off because of non-payment;

d. You fail to move into your assigned space after completion of all required documentation, or if you abandon or apparently abandon your assigned space (that is, it appears that you have moved out before the end of the License Term because clothes and personal belongings have been substantially moved out of your assigned space);

e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;

f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;

g. Any illegal drugs or illegal drug paraphernalia are found in your assigned space or the assigned space (whether or not we can establish possession);

h. You fail to pay any charge within 10 days after it is levied in accordance with this License;

i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident Assigned space environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;

j. You keep any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Assigned space or in the assigned space.

B. Penalty Fees: The following fees may be charged to the student's University/ULH, Inc. account including but not limited to: judicial fees, damage fees according to the cost of replacement or repair of room furnishing, improper check out fees for failure to check out of assigned space, not signing and dating check out form, or lost keys. In addition, students will be charged for failure to remove personal items or excessive cleaning needed. You also agree to reimburse and hold us harmless for any fees incurred in the collection of your rent and/or those incurred in the eviction proceedings against you for a breach of a provision of this lease, and/or any legal action against us due to the actions of you. These fees shall include, but are not limited to attorney fees, collection fees, court costs, and any other fees incurred by us as a result of a breach of this lease by you. Individuals may appeal charges made to their account in writing within 30 (thirty) days. Students utilizing express check-out when leaving University Housing/ULP waive their right to appeal these charges.

C. Non-payment: This License shall be subject to an early cancellation upon prior written notice of the University/ULH, Inc. if the student fails to pay as required or

no longer holds student status or otherwise violates the terms and conditions of the License. In the event the License is canceled by the University/ULH, Inc. under this provision, the student shall vacate the room on or before a date specified in writing by the University/ULH, Inc. If student should fail to vacate the room as required, the University/ULH, Inc. upon giving student prior written notice, may regain possession of the room by changing the locks. Any personal property remaining in the room will be considered abandoned and may be subject to disposal by the University/ULH, Inc.

D. Room Damages: The student is responsible for the assigned unit and its furnishings. The student shall reimburse the University for damages to the assigned unit/building and/or its furnishings.

8 . CONDITIONS OF PREMISES

A. An Assigned Space(room) Condition Form will be provided to you at the time that you move into the Premises. Within 48 hours after you move-in, you are required to return the Room Condition Form and notify us in writing of any defects or damages in your room, common area, fixtures, appliances and furniture and the Assigned space will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in.

B. With the exception of the items specified in your written notice, you accept your Assigned space, the fixtures, appliances and furniture in their “AS-IS” condition, with any faults. We make no express warranties and disclaim any and all implied warranties (other than the warranty of habitability) with regard to your Assigned space, and the fixtures, appliances and furniture within.

C. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Assigned space and the furnishings provided in the Assigned space. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person’s in violation of this License or the negligent or careless use of your assigned space or any part of the Community. Including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage. (This includes damages that may have been caused to the Assigned space by other residents of the Assigned space if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days. In addition, you will be jointly and severally liable for all damages to other shared areas of the Assigned space and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to reLicense you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this License.

D. Furnishings Removal. You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the License Term in as good

condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Assigned space. You will not remove our furniture, fixtures, and/or furnishings from the Assigned space for any purpose.

9. Indemnification, Acknowledgement and Release Clause:

A. The intent is to provide a facility where you are safe. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Assigned space or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Assigned space or the Community.

B. The student and the undersigned agree to indemnify and hold harmless the University/ULH. Inc. from any suit, action at law or other claim resulting from an injury to the student's person or property while living in University Housing/ULP under this License, unless the injury is caused by the negligence of the University/ULH Inc., or its agents. You hereby release and forever discharge the University/ULH, Inc., its officers, employees, subcontractors, and agents from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this License and the use of University Housing. This release will be binding upon the undersigned and the student.

C. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Assigned space and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

10. Subcontracting:

The License may not be transferred to another person. Unauthorized roommates are prohibited unless written approval is obtained from the Housing Office/ ULP. Residents will be held responsible for upholding this policy.

11. Amenities:

The University will furnish water, gas, electricity, maintenance service, basic cable service, data service, garbage service and grounds care, but will not be liable for failure to supply any of the above services. Custodial service will be provided for

the public areas only.

12. Falsification of Application Information:

The University reserves the right to deny, cancel or remove from Housing individuals who provide false information as part of the application process, individuals with a documented history of violent behavior, and/or individuals whose histories or behaviors demonstrate the inability to function within the community environment of the residence halls. We further reserve the right to verify any information provided by applicants that is available on the public record.

13. Opposite Sex Roommates/Married Couples:

Requests for roommates of the opposite sex will be denied, even in Apartments, unless a marriage certificate is sent to the Housing Office/ULP. Students with dependent children will be housed in apartments as space is available.

14. Photograph Use Release:

You give permission to us to use any photographic image taken of you while you are in any public spaces, grounds, offices or any Community sponsored events. You understand that your photographic image may be used for legitimate business purposes. You hereby waive any right that you may have to inspect or approve any such use.

15. Severability of Individual Sections:

If any provision of this License shall be declared illegal or unenforceable, the remaining provisions will remain in full force and effect.

17. Consolidation/Relocation:

A. Consolidation : The University reserves the right to make assignments of space, to authorize or deny room and roommate changes, to consider vacancies and to require a student to move from one room or residence hall to another in an attempt to achieve a more effective or efficient residence hall program. The Housing and Residence Life Office/ULP does not discriminate based on race, creed, national origin, or sexual orientation when making assignments. The Housing Office and Residence Life Office/ULP reserve the right to move a student in an ADA equipped room to a similar space on campus if an ADA need arises.

B. RELOCATION . It is understood that the Assigned space contains other assigned spaces in which other residents may reside. If the Assigned space consists of more than one assigned space, we have the right, when any Assigned space is unoccupied, to place a new resident in the unoccupied Assigned space unless you and all other residents in the Assigned space agree to pay us, as part of your respective Fees, the Fees due for such unoccupied assigned space. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another Assigned space unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and the other residents of the Assigned space may be in conflict with each other will not be grounds to terminate the License. We are not liable if another resident in the Assigned space was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

18. RIGHT OF ENTRY.

We have the right, as do our agents, to enter the Assigned space and your Assigned space at all reasonable times (or at any time in the event of an emergency), without notice to you and without your consent, to inspect, remodel, repair, maintain and protect the Assigned space and your Assigned space as we see fit, in our sole discretion. Further, we have the right to enter the Assigned space and your Assigned space at all reasonable times to show the Assigned space to representatives of insurance or lending institutions. You may not change any locks.

19. CONSENT TO JURISDICTION.

This License has been entered into in the Commonwealth of Kentucky. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction.

20. GOVERNING LAW.

This License is governed by and construed according to the laws of the Commonwealth of Kentucky. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.



**Housing &
Residence Life**

