

2024 – 2025 Student Housing License Agreement



This Student Housing License Agreement (the “Agreement”) is executed by and between **Loyola Marymount University**, a California Nonprofit Corporation hereinafter referred to as **LICENSOR** or **UNIVERSITY**, and _____, a full-time student at Loyola Marymount University, hereinafter referred to as **LICENSEE**.

- 1. Eligibility Requirement:** To be eligible to enter into this Agreement and to continue to live in University housing, the Licensee is normally expected to carry a minimum of twelve (12) undergraduate academic credits or six (6) graduate academic credits per semester and be in compliance with all applicable University rules and regulations. Licensee must be enrolled in courses to reside in LMU Housing.
- 2. Privilege:** Licensor hereby confers upon Licensee a personal privilege to occupy, in conjunction with another student Licensee, selected at the Licensor's sole discretion, a room in one of the University residential facilities, for the fees and on the terms and conditions outlined in this Agreement. The Licensor, in its sole discretion, has the right to reassign the Licensee to another room. The Licensor cannot guarantee specific rooms, buildings, or roommates. Assignments are made without regard to race, sexual orientation, religion, or national origin. The University residential facilities consisting of residence halls, apartments, and LMU owned houses are described in the University Undergraduate Bulletin and other University publications.
- 3. Unavailability of Room:** Licensor shall in no way be liable if a room cannot be made available upon commencement date. In this event, Licensee's cost shall abate until a room is assigned or made available. Failure to deliver a room upon commencement shall not extend the contract period.
- 4. Contract Period:** This Agreement is for the entire 2024 – 2025 academic year, i.e., the fall and spring semesters, excluding those periods which the residence halls will be closed.

The residence halls will observe the following schedule:

2024 FALL SEMESTER	2025 SPRING SEMESTER
Open: Friday, August 23, 2024, 8:00 AM	Open: Saturday, January 11, 2025, 1:30 PM
Close: Friday, December 13, 2024, 5:00 PM	Close: Wednesday, May 14, 2025, 5:00 PM

Students residing in the residence halls are required to vacate their rooms within twenty-four (24) hours of completing their last final exam or by the closing date and time specified above for each semester, whichever comes first.

The apartments and LMU owned houses will observe the following schedule:

This Agreement will commence on August 23, 2024, at 8:00 AM and end on May 14, 2025 at 5:00 PM and includes the period between the fall and spring known as interterm. Apartment residents are required to vacate their apartments within twenty-four (24) hours of completing their last final exam for spring semester or by the closing date and time for the term specified above, whichever comes first.

Students withdrawing from the University or who are released from this Agreement as outlined in paragraph 6 are required to vacate their room/apartment within twenty-four (24) hours of withdrawal.

Should Licensee wish to occupy a room in the University's residential facilities during any academic recess, application for an extension of this Agreement and license must be approved. If granted, additional fees will be required; further, any such extension shall be subject to Licensee's full compliance with the terms of this Agreement and all University policies including, without limitation, LMU Community Standards and Student Housing policies during the extension period. Failures to comply with this Agreement and University policies during any extension period subject the Licensee to immediate removal and eviction. Guests are prohibited during any approved extension period. Granting of an extension does not guarantee that Licensee will have a license to occupy the same room occupied by the Licensee during the academic year.

5. Payment of Residence Fee: The room fees for the various University residential facilities are set forth in the 2024-2025 Student Housing Rate Sheet. Licensee agrees to pay the residency fee for the particular room to which Licensee is assigned, even if that room was not ranked among the Licensee's preferences on the Student Housing Application. Payment must be made or arranged for prior to the beginning of the contract period or as arranged by the Controller's Office.

6. Duration of Privilege: Unless an extension is granted in writing by the University, this Agreement is for the contract period. Licensee's obligations may be excused only upon Licensee's withdrawal from the University residential facility for one of the following reasons:

A) Approved academic withdrawal or approved leave of absence;	D) Graduation;
B) Academic, Disciplinary or financial disqualification;	E) Illness which suspends Licensee's status as a full-time student;
C) Agreed financial hardship;	F) Marriage.

The withdrawal must be processed and approved by the University's Student Housing Office and the Registrar's Office, if applicable. The official date of withdrawal for refund purposes shall be the date the Student Housing Office and, if applicable, the Registrar's Office has completed the withdrawal process.

7. Cancellation Prior to the Commencement of the Agreement: Licensee shall be fully released from the obligation to pay the residence fee referenced in paragraph 5 if a written request for cancellation is received by the University's Student Housing Office by July 19, 2024, for the fall commencement of the license agreement. In this event, any residence fee previously paid for that semester shall be fully refunded, but the University shall retain the housing deposit set forth in paragraph 12. No verbal or written requests sent to other offices will serve to cancel this Agreement.

8. **Failure to Take Possession**: The Licensor may terminate this Agreement and Licensee's privilege provided herein may be completely cancelled and revoked if Licensee fails to occupy his/her assigned room within forty-eight (48) hours after the respective semester opening date. In this event, the University will be required to charge the Licensee a \$1000 late cancellation fee and the University shall retain the housing deposit. After this charge is applied, any remaining amount of the prepaid residency fee shall be refunded pursuant to the terms of the University's refund policy as published in the University Bulletin.

9. **Refund Policy**: If: (a) there is a withdrawal, as described in paragraph 6; (b) a written cancellation request from Licensee is received by the Student Housing Office less than thirty (30) days prior to the commencement of the License Agreement; , or (c) Licensee fails to take possession, as specified in paragraph 8, the University shall refund a portion of the prepaid residency fee pursuant to the terms of the University's refund policy as published in the University Undergraduate Bulletin.

10. **Damages**: Licensee shall be responsible to immediately repay the University for University costs incurred or estimated to be incurred in repairing and/or cleaning any damage, injury, or defilement to the subject room, the telephone, computer or cable equipment and/or the University's property within the room whether caused by the Licensee, Licensee's guests or invitees. If there is damage, injury, or defilement to the residential facility or residential property for which the Licensor is unable to identify the responsible parties, then Licensor shall appropriately prorate the cost or estimated cost of repair and/or cleaning among those authorized to occupy the room pursuant to this and any other License Agreement, and Licensee shall pay his/her prorated cost thereof.

11. **Responsibility of Licensee**: Licensee is responsible for the security and care of the assigned room and all property contained therein including, without limitation, Licensor's fixtures and property within the room. Licensee shares a common responsibility with the University and other Licensees for the security and care of the residential facility and the property within the residential facility. Licensor is not responsible for the security of Licensee's property nor the safekeeping of Licensee's property between semesters.

_____ 12. **Student Housing Deposit**: Licensee acknowledges that the Housing Deposit paid the University to process Licensee's Housing Application shall not be refunded if for any reason Licensee cancels his/her Agreement or withdraws from the University.

13. **Room Entry**: Licensor may enter the assigned room at all reasonable times to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, to exhibit the room and to conduct room inspections. Except in case of emergency or abandonment of the room by Licensee, Licensor shall give Licensee reasonable notice prior to such entering, unless impractical to do so. Licensor may enter and search the room in the case of anticipated or suspected breach of University policies, rules, or regulations, and for health, safety and security reasons with reasonable notice unless the giving of such notice is impractical. **Licensee hereby consents to entry, inspection and search of residence by Licensor's authorized personnel.**

14. **Acknowledgment of License**: Licensee acknowledges that this Agreement constitutes a license and not a lease; that the privilege conferred on Licensee is personal to him/her, non-assignable and subject to termination, revocation or relocation at Licensor's sole discretion; and that this Agreement is not a conveyance of any interest or estate in real property. This license confers a non-exclusive privilege to occupy an assigned room in the University residential facilities, in conjunction with another Licensee roommate(s) as designated by Licensor. Licensor may relocate or reassign Licensee to a different room or rooms at its sole discretion. Licensee may change rooms with Licensor's approval; all Licensee roommate changes or additions may be made only with Licensor's prior written permission. Licensor's selection of Licensee to fill any vacancy shall be final.

15. **Indemnification**: Licensee is expected to secure and maintain insurance coverage from a provider of their choosing before move-in. Licensee shall indemnify, defend and hold harmless Licensor and its trustees, officers, agents and employees from any and all liability, claims, judgments, loss, damages or expenses, including attorney's fees and costs arising by reason of any injury, death, loss, or damage to persons or property from any cause whatsoever, except for claims or litigation arising through the sole willful misconduct of Licensor or its trustees, officers, agents or employees.

_____ 16. **Intended Occupancy**: The University residential facilities are primarily designed for, and it is intended that they be occupied at all times during the contract period, excluding academic recesses in the residence halls, by two or more student Licensees. If, for any reason, after commencement of the contract period, the room assigned to Licensee is occupied by less than two per bedroom, Licensor will use its best efforts to locate and assign sufficient additional student Licensees to restore the room to its intended occupancy level. If Licensor is unable to locate and assign sufficient, additional student Licensees to Licensee's room, and such inability is caused in whole or in part by Licensee, then Licensee shall be individually liable for the license fees which would have been attributable to the subsequent student Licensee(s). If sufficient space is available, Licensee may be given the option to pay for a private room. The Licensor reserves the right to consolidate occupants of under-assigned rooms to rooms within the Student Housing system. Students who fail to consolidate are subject to a single room charge. The Licensor in its sole discretion has the right to make temporary assignments of accommodations.

17. **Violation of Law**: Licensee shall not violate, or permit violation, of any law, commit or permit waste or nuisance, nor annoy or interfere with any other licensee.

18. **Rules and Regulations**: Licensee shall obey and comply with all policies and regulations of the University, including, without limitation:

A) All codes, policies, rules and regulations published in the Community Standards Publication, the Student Conduct Code and the Student Housing Policies published online at <http://www.lmu.edu/housing>;

B) All other University policies, rules and regulations declared from time to time for applicability to the use or occupation of the University residential facilities, including, without limitation, the following:

1. Residents are responsible for maintaining their living quarters at a standard that neither interferes with normal university activities (e.g., doing work), normal residential activities (e.g., traversing the room), nor contributes to health hazards (e.g., promoting organic growth through a failure to maintain a clean living environment).
2. No loud noises that are disruptive, inconsiderate or infringing on the rights of another student can be tolerated at any time in the residences or in the rooms. For this reason, the policies for "Quiet Hours" and "Guests" must be adhered to as determined by the University and set forth by the Student Housing Office.
3. Alcohol is not allowed in any public area of the residential facilities; the use and/or possession of alcohol by persons under the age of 21 is prohibited. Being in the presence of alcohol under the age of 21 is prohibited.
4. Illegal drugs or other controlled substances are not allowed in the residential facilities; use, possession or being in the presence of illegal drugs or other controlled substances is prohibited; use, possession or being in the presence of drug paraphernalia is prohibited; misuse of prescription drugs is prohibited.
5. Nothing shall be swept, thrown or discarded out of the windows, doors or into the corridors or stairways.
6. No University furniture of any type, shape, or size that is assigned to the rooms may be moved from the location it is assigned without prior written permission from the Licensor; furniture substitutions can be made only in cases of documented medical need; waterbeds and halogen lamps are prohibited.
7. No portable or window air-conditioning units or space heaters are permitted in the residential facilities.
8. No television, radio aerial, satellite dish, or other equipment or matter, or illumination should be inscribed or exposed on or at any window or other part of the building.
9. Structural changes or additions such as painting or wallpapering are not permitted. Doors or lock changes may not be made to the residential facilities.
10. Non-residents and guests are permitted under the following conditions: The Licensee host has permission of roommate(s) to have a guest and is responsible for the conduct of this guest; all guests must comply with University rules and regulations; overnight guests are limited to no more than three (3) consecutive nights; overnight guests of the opposite sex are not permitted to stay in the Licensee's room.
11. No firearms, lethal weapons, flammables, or barbecues of any kind whatsoever are allowed in the residential facilities. No mopeds, motorcycles, gasoline or motor oil may be stored in the facilities.
12. Except for service or assistance animals as defined by applicable law whose presence has been authorized in writing by LMU, animals of any kind are not allowed in residential facilities.
13. No cooking is permitted in the residence halls except in designated areas. Cooking appliances are prohibited (e.g. hot plates, toaster ovens, microwaves). Refrigerators larger than 5 cu.ft. and other heavy-load electrical appliances are also prohibited in the residence hall rooms.
14. No Licensee nor guest is allowed to be on the building ledges or roofs.
15. Misuse of any building facility or safety equipment is prohibited.
16. Sales and solicitations are prohibited unless authorized in writing by Licensor. Door-to-door soliciting and advertising is prohibited.
17. Licensee is issued a key or given card access to the room. Loss of key during residency or failure to return the key at time of checkout will result in charges being assessed for a change or replacement of key, card and/or lock.
18. If assigned a room in a Quiet area, Licensee shall comply with the regulations set forth in the provided addendum to the Agreement.
19. All residence facilities are Smoke-Free. Smoking, including the use of unregulated nicotine products (e.g. "e-cigarettes"), is prohibited inside all rooms as well as common areas (e.g. hallways, bathrooms, stairwells, entries) in all residence halls, apartments and LMU owned houses. No smoking by residents or their guests will be permitted at any time.
20. Licensee acknowledges that Licensor has the right to make, adopt, and enforce new or different rules and regulations in addition to those mentioned and set forth herein. Failure to comply with any of the University's policies, rules or regulations may result in the termination or revocation of the Agreement.

19. **Limitation of Privilege:** Licensee is not permitted to use or enter into any space or areas assigned to other licensees without their and/or the Licensor's consent nor any part of the residential facilities not designed for student use.

20. **Student Housing License Agreement Release Board:** Except for actions taken or requirements imposed pursuant to the Student Conduct Code, if Licensee believes that extraordinary circumstances exist for obtaining relief or release from any of the provisions of this Agreement, Licensee may seek such relief by appealing to the University's Student Housing License Agreement Release Board. The decision of the License Agreement Release Board shall be final.

STUDENT NAME

PARENT/GUARDIAN NAME (IF LICENSEE UNDER 18)

STUDENT SIGNATURE

PARENT/GUARDIAN SIGNATURE (IF LICENSEE UNDER 18)

STUDENT UNIVERSITY ID

STUDENT SIGNATURE DATE

PARENT/GUARDIAN DATE (IF LICENSEE UNDER 18)