



**OFFICE OF RESIDENCE LIFE
UNIVERSITY OF THE DISTRICT OF COLUMBIA
TERMS AND CONDITIONS OF
OCCUPANCY AGREEMENT FOR OFF-CAMPUS STUDENT HOUSING
ACADEMIC YEAR 2011 - 2012**

This Student Occupancy Agreement (“Agreement”) is made and entered into as of the _____ day of _____ (month), _____ (year) by and between the University of the District of Columbia (UDC), and _____ (“*Student*”).

AN OCCUPANT must be a registered full-time student in good academic and financial standing. If a student has been placed on Academic Probation, he or she will have to submit a written explanation of the circumstances and request to the Director of Residence Life for consideration of continued housing. A written response will be sent to the student of the decision to allow or deny continued housing.

OCCUPANCY is a privilege and not a right. All occupants are subject to, and agree to abide by, the terms and conditions **outlined in this Occupancy Agreement, the Student Housing Operational Guide, Code of Student Conduct and, where applicable, the UDC Student-Athlete Code of Conduct** (*as those documents may be revised and incorporated by reference*).

ROOM OR UNIT ASSIGNMENTS

The Director of Residence Life or the Vice President of Student Affairs reserves the right to authorize or deny unit/room or roommate changes and reserves the right to require a student occupant to move from one unit to another during the year, as necessary.

MANDATORY HOUSING MEETINGS will take place twice per semester and as scheduled by the Director of Residence Life and/or designated staff of the Office of Residence Life. If you have failed to attend any mandatory meetings, you are still responsible for the information that was discussed and distributed during those meetings.

SUBLETTING is not permitted under any circumstances. (Subletting is when an occupant seeks to rent out all or part of a rented unit (apartment, for example) to another person. The students who signed the agreement with the University and are authorized to stay in the unit are held responsible to the terms of the Occupancy Agreement with the University. Further, a student occupant cannot assign or transfer the Occupancy Agreement to another person.

GUESTS are persons not assigned to a particular apartment room or unit, but are in the apartment room or unit at the invitation of an occupant. **Guests are permitted as a privilege.** Guests are permitted provided that you have the consent of your roommates. Guests must be accompanied throughout the Residential facility at all times.

Guests arriving or staying after 12:00 midnight will be treated as

OVERNIGHT GUESTS and require the completion of the Guest Registration Form and the written approval of the Director of Residence Life. Contact your Director of Residence Life to obtain a Guest Registration Form prior to your guest arrival.

ONE OVERNIGHT GUEST at a time is permitted, provided you have the consent of your roommates, have completed the Guest Registration Form, and have received written approval from the Director of Residence Life prior to guest arrival. Your overnight guest may remain for a maximum of 3 consecutive nights per month, not to exceed 4 nights per month. You are restricted to a total of 4 nights per month for any and all overnight guests. Should you and/or your guest violate this provision, you will be charged with improperly harboring a guest as defined in the Code of Student Conduct and may be subject to discipline. **HARBORING** is not allowed under any circumstances.

OCCUPANT CONDUCT AND THE CONDUCT OF GUESTS AND OVERNIGHT GUESTS are your responsibility. You are responsible for ensuring that your guests do not infringe upon the rights of other apartment residents or UDC students or occupants. Failure by you or your guest to comply with this provision or any provision of this agreement may result in disciplinary action to include termination of this Occupancy Agreement and removal from the Apartment Unit.

MAINTAINING A SAFE, SECURE AND HEALTHY LIVING ENVIRONMENT is the responsibility of all occupants in the Apartment Unit. **Students must immediately report all crimes, medical emergencies, fire and suspicious activities to the local police (911) and UDC police, and the Director of Residence Life.** Students are encouraged to secure their apartment doors at all times, to not prop open outside doors, to safeguard valuables (including credit/debit cards, PINS, etc.) and maintain renters' insurance.

NO PETS will be allowed in the Apartment Unit.

CANDLES, INCENSE, AND KEROSENE HEATERS/LAMPS

For fire safety reasons, possession of and/or burning candles, incense, kerosene heaters or any other open-flame devices are prohibited in the Apartment Unit.

KEYS AND ACCESS CARDS will be issued on the day you move in. Please note that there is a replacement charge for each lost/stolen key or access card. All charges will be placed on your student account and will be subject to applicable late fees, deferment fees and service charges. You may not duplicate or alter keys or access cards. You may not install any locks in the Apartment Unit, including your apartment room or unit.

AUTHORIZED EMPLOYEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA, the Office of Residence Life Staff or facility staff have the right to enter your room or unit for administrative purposes, repairs, to inspect for compliance with health, fire or building codes, to inspect for compliance with University and Residence policies, or for any other situation which the University or the Residence deems to be a danger to health, safety or property. Notice of 24 hours will be given, if possible, and a notice will be left in your room or unit, containing the date, time, and purpose of entrance, and any applicable charges.

REPAIRS NEEDED OR DAMAGE TO your apartment room or unit, its contents or to common areas should be reported immediately to the UDC Director of Residence Life and/or Office of Residence Life staff. Damages due to the negligence or fault of the student occupant or his/her guests occurring during or after move-in will be placed on your student account and will be subject to applicable late fees, deferment fees and service charges. Unless individual responsibility for damage to common areas is established, damages and charges will be assessed

equally against all occupants of the apartment, floor or the Apartment Unit as applicable.

THE UNIVERSITY DOES NOT INSURE THE PERSONAL PROPERTY OF ANY STUDENT OR STAFF OCCUPANT OR GUEST. Neither the District, the University of the District of Columbia, its officers, employees or agents is liable for theft, loss, damage or destruction of personal property, or for bodily injury or death. The University strongly recommends that each student occupant make separate arrangements and obtain the appropriate insurance through a renter's or homeowner's policy.

PLEASE NOTE THAT THE UNIVERSITY HAS BEEN ADVISED BY THE PROPERTY OWNER, ARCHSTONE, AND/OR ITS MANAGEMENT AGENT THAT LEAD-BASED PAINT HAS BEEN USED THROUGHOUT THE APARTMENT TO INCLUDE THE EXTERIOR, INTERIOR AND COMMON AREAS. The property owner and/or its management agent have further advised that: "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." A federally approved pamphlet on lead poisoning prevention is attached to this agreement and additional copies are available at the University's Office of Residence Life located in Building 38, Room A-12. _____ Initials of Occupant

SMOKING OR POSSESSING A LIT TOBACCO PRODUCT is not permitted in the apartment room or units or other prohibited areas of the Archstone property. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

DISTURBING THE PEACE is prohibited. Disturbing the peace includes, but is not limited to, unreasonable or excessive noise, disorderly conduct, fighting, quarreling, failure to comply with an order to disperse and/or being in a state of intoxication or impairment due to unlawful alcohol or drug usage. Failure to comply with this provision may result in disciplinary action to include termination of this Occupancy Agreement and removal from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

DISPLAYING OR POSSESSING A GUN, AMMUNITION, KNIFE, OR OTHER WEAPON is prohibited.

POSSESSION, DISTRIBUTION OR CONSUMPTION OF ALCOHOL by you or your guests, unless while in attendance at a University-sponsored event where alcohol is permitted, is prohibited on all University property or University premises, building facilities and other property in the possession of or owned, used, or controlled by the University to **include any apartment room or unit or any common area of the Residence.** Failure to comply with this provision may result in disciplinary action to include termination of occupancy from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

UNAUTHORIZED USE OR POSSESSION OF A CONTROLLED SUBSTANCE OR DRUG PARAPHENALIA IS PROHIBITED by you or your guests on University property or University premises, including all land, building facilities and other property in the possession of or owned, used, or controlled by the University and including any apartment room or unit or any common area of the Residence. Failure to comply with this provision may result in disciplinary

action to include termination of occupancy from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and as incorporated by reference.)*

PARKING

Parking is available at the Archstone property on a limited basis and must be coordinated through the Director of Residence Life.

FEDERAL AND STATE LAW

All occupants and guests are subject to and agree to abide by applicable federal and local laws.

FAILURE TO COMPLY AND TERMINATION OF OCCUPANCY

Failure to comply with any University Rules and Regulations may lead to termination of your Occupancy Agreement.

OCCUPANCY MAY BE TERMINATED IF you (1) fraudulently misrepresent any information on your application, letter of intent or tender or (2) engage in serious misconduct warranting substantial disciplinary penalty (3) are not a full-time enrolled student at the University (Flagship or Community College) in good academic and financial standing for the semester that you are receiving housing.

REQUESTS FOR HOUSING DURING SEMESTER BREAK

You understand that you are permitted to stay in the apartment room or unit during the University's scheduled winter break only if you have been identified by the Office of Residence Life as a special need for housing throughout the semester break. Extended stays between semesters or at the end of the Academic Year are subject to the terms of the Occupancy Agreement.

FALL/SPRING TERM MOVE IN/OUT

The Director of Residence Life and/or designated Office of Residence Life staff will provide information regarding the dates and times associated with dates when you will have to vacate the Apartment Unit as well as move in and move out each semester. **I UNDERSTAND AND AGREE TO PAY A PRORATED FEE OF \$68.34 DAILY IN THE EVENT I HOLDOVER OR STAY BEYOND THE TERMINATION DATE. Permission to stay beyond the termination date must be granted by the Director of Residence Life.**

LIQUIDATED DAMAGES: FAILURE TO RETURN ALL KEYS FOR WINTER BREAK AND AT THE CONCLUSION OF SPRING TERM HOUSING WILL RESULT IN A DAILY PROATED FEE. ADDITIONAL CHARGES MAY APPLY FOR LOST OR STOLEN KEYS, AND OR REPLACEMENT OF YOUR APARTMENT UNIT FRONT DOOR LOCK.

PAYMENT INFORMATION

A non-refundable deposit of \$150 is required and must accompany your Housing Application. If you are receiving financial aid from the University, your financial aid package **may not** cover the deposit / reservation fee. The non-refundable deposit will be used as a reservation for and the maintenance of housing.

UNIVERSITY POLICIES & PROCEDURES

I certify that I have read and understand all the terms and conditions of the Occupancy Agreement. I further certify that all of the information that you have placed on my Occupancy Agreement is accurate and correct. By signing this contract, I agree to the terms and conditions stated herein. I also understand that it is my responsibility to read, know, and follow all the rules and regulations established in the current Code of Student Conduct, Student Housing Operational Guide, and in this Occupancy Agreement and the Student-Athlete Code of Conduct as that may apply to me or my guests.

Signature of Student - Required **Print** **Date**

Signature of Parent/Guardian (if student is under 18) **Print** **Date**

ACCEPTANCE

I agree to abide by all University, housing rules/guidelines and applicable standards of student conduct currently in force and as they may be revised. I agree to attend all mandatory housing meetings. I understand that I am an occupant and not a resident and that I have no rights in the housing as a resident or resident. I also affirm that all information provided above is true and correct to the best of my knowledge.

IN WITNESS WHEREOF, Student and UDC have executed this Residency Agreement as of the date first above written.

Student Information – ALL FIELDS REQUIRED

Name (Please Print)	UDC I.D. Number		
Permanent Home Street Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	

University Status: (Select One) Undergraduate Graduate Law School Community College

Undergraduate Classification: (Select One) Freshman Sophomore Junior Senior

In the event you are missing for 48 hours, the University has the right to contact the emergency number that is listed below.

EMERGENCY CONTACT

By identifying an emergency contact below you give permission to the University to contact this person on your behalf and disclose information that may be confidential or otherwise contained in your educational records in an emergency situation or as warranted.

Name (Please print)	Relationship		
Home Street Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	

Signature of the Vice President of Student Affairs or University of the District of Columbia Designee	Date
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As a student occupant, you may identify a contact person(s) who the University will notify if you become missing for 24 hours. The University will notify this person if it is determined that you are missing. This missing persons contact information will be kept confidential by the Division of Student Affairs/Office of Residence Life and will be accessible only to authorized campus officials and local law enforcement, to include the Office of Public Safety and the DC Metropolitan Police Department, in furtherance of a missing person investigation. The DC Metropolitan Police Department will be notified within 24 hours of the determination that you are missing. If you, the missing student, are under 18 years of age and not emancipated, the University will notify your custodial parent or guardian in addition to notifying the missing person contact as designated by you.

Missing Persons Contact

Name: _____ Relationship to Occupant _____

Address _____ City _____ State _____ Zip _____

Email Address _____ Telephone _____



**Office of Residence Life
Guest Registration Form**

RESERVATIONS must be made at least 2-weeks in advance. Overnight guest may remain for a maximum of 3 consecutive nights per month, not to exceed 4 nights per month. You are restricted to a total of 4 nights per month for any and all overnight guests. Space availability, roommate consent, completion of this form and written approval of the Director of Residence Life are required prior to guest arrival. All reservations are to be received via email to housing@udc.edu, by fax to (202) 274-6033, or placed under the door of the Residence Life staff member on duty. Requests are processed on a “first-come / first-serve basis.”

GUEST RESPONSIBILITY: Guests must adhere to all of University of the District of Columbia and Office of Residence Life rules, policies and regulations that student occupants must follow while occupying the Apartment Unit.

Guest’s Name: _____
Last First Middle

Guest’s Current Address: _____
Street Address

City State Zip

Telephone #: _____ Email Address: _____

Reason(s) for Requesting Temporary Guest Permission: _____

Name of UDC Occupant: _____

UDC Occupant’s Telephone#: _____

UDC Occupant’s Email Address: _____

At least two weeks prior to guest arrival, please return form to:

Office of Residence Life
Building 38, Room A-12
Washington, DC 20008
housing@udc.edu
Fax (202) 274-6033

SECTION BELOW TO BE COMPLETED BY OFFICE OF RESIDENCE LIFE STAFF

Date of Arrival: _____ Date of Departure: _____

Time of Arrival: _____ Time of Departure: _____