

2018 SUMMER HOUSING OCCUPANCY AGREEMENT

HOSPITALITY SERVICES, UNIVERSITY OF PENNSYLVANIA

1. TERMS OF OCCUPANCY

This agreement is for space in residence (not a particular room or bed), and remains in effect in the event of official room change, and covers some of the more serious issues. It is not meant to be all-inclusive. All rules of the University and Department, including those published in the PennBook, University Policies and Procedures, Residential Handbook, letters, bulletins, websites, etc., are incorporated in this agreement.

2. OCCUPANCY PERIODS

This agreement shall be for a period beginning on the move-in date in effect for the resident and ending at noon on the move-out date in effect for each resident. The move-in and move-out dates are set forth in the confirmation letter and such dates shall be deemed incorporated in this agreement. Failure to move out by the prescribed departure date and time sent to you will result in a \$150 per day fine and possible eviction, in which case the University will not be responsible for resident belongings and reserves the right to confiscate and dispose of such belongings.

3. CANCELLATION/TERMINATION OF AGREEMENT

Once you agree to the terms of the Occupancy Agreement your financial obligation begins.

- Prior to picking up keys or occupying a residence, this agreement may be cancelled by written notification to Hospitality Services by the student or guest and will be subject to charges as indicated below, the amount of which is determined by the date on which the Hospitality Services Office (postmarks are not considered) receives written notice. These charges apply to all including those who cancel due to leave of absence or withdrawal:
 - Cancellation 21 days or less prior to the scheduled move-in day \$925.00**
 - No show or cancel on scheduled move-in day \$500.00**
 - Penn Undergraduate or Graduate Students who utilize spring to summer extension and bridge housing through Hospitality Services are financially responsible for 5 weeks rent, according to their chosen room type, regardless of cancelling summer housing.**
- After a resident has either taken occupancy or picked up keys, the agreement and financial obligation cannot be cancelled by the resident. A resident may request and be given an Early Termination of the agreement but only for the following reasons and under the circumstances stated:
 - Must provide Hospitality Services with official notice of graduation.
 - Must vacate room and turn in keys by 12 noon on the last day of the session.
 - Is responsible for rent until the end of the session. If official notification of graduation is received after the end of the session, termination is effective as of the date on which such notice is received by Hospitality Services and keys have been received at the reception desk.
 - Leave of absence/withdrawal: A resident who leaves the University must terminate the occupancy agreement by providing Hospitality Services with official notification from their school or sponsor. The room must be vacated and left in good order and keys must be returned within 24 hours after the day of leave/withdrawal or by the session's end occupancy date, whichever is sooner. Termination is not effective until all of these conditions are met. Residents will be charged \$325 for termination plus prorated rent. **Summer Session Students:** No refunds will be made after the third week of class.
- The University reserves the right to terminate this agreement and repossess the room(s) for failure to pay University fees or for violation of University, College House, or Residential Services policy, when a resident is no longer an enrolled Penn student or affiliated with an academic department, or when their internship/research program has been terminated.

4. ELIGIBILITY FOR RESIDENCE

Only residents registered with Hospitality Services may occupy a room(s). Unrelated undergraduates of the opposite sex will not be permitted to occupy the same apartment or room. If space is available, part-time students, faculty and staff may be eligible at the discretion of the General Manager. Residents assume full responsibility for all residential charges and for adherence to all terms and conditions of this agreement, including Residential and Hospitality Services policies, by all persons living in the unit. Graduate students residing in Sansom Place East may share their living space with another adult (18 or older), provided that the total number of occupants does not exceed the designated capacity of the assigned space. Residents assume full responsibility for all residential charges and for adherence to all living in the unit. If, in accordance with the terms of this agreement and all applicable University policies and regulations, a graduate student resident elects to occupy his/her rooms(s) with another adult for two weeks or more, the graduate student resident will be responsible for ensuring that all other person(s) occupying such room(s) are registered with the Department of Residential and Hospitality Services and that they sign a waiver provided by the Department. Families with children cannot be accommodated. The University of Pennsylvania does not discriminate on the basis of race, sex, sexual orientation, religion, color, national or ethnic origin, age, disability, or status as a Vietnam era Veteran or disabled veteran, in the administration of housing.

5. ASSIGNMENTS

This agreement may not be assigned or transferred. Not fewer nor more than the number of people assigned by the University shall occupy the room(s). If during this term of occupancy an agreement is terminated with respect to a resident in a multiple-occupancy unit, the remaining residents shall accept such roommate as is assigned by the University. If the roommates discourage or fail to accept the occupancy of an assigned roommate, they will be subject to disciplinary action that may include relocation, fines, being charged additional rent, and/or termination of their agreements. If the residents fail to make room for new occupants, staff may consolidate or pack possessions and assess charges. No change in room(s) occupancy shall be made without the prior consent of Hospitality Services General Manager. Reassignment to another room is subject to availability, schedule, and authorization by the General Manager. The University reserves the right to assign residents to different rooms in the residence system or to terminate this agreement if such reassignment or termination is necessary or advisable in the interest of health, safety, consolidation of resources, or the administration of its residence program. The University reserves the right to change the capacity of the room(s) permanently or temporarily.

6. MOVE-IN/MOVE-OUT

A resident is required to formally check in and check out at the building's Information Center. Before moving out, a resident is required to remove all trash and discarded materials, leaving the rooms clean, and furnished with the original furnishings. Where provided, refrigerators and stoves must be emptied and cleaned. All charges for additional cleaning required, for removal of personal property, and for any loss or damage caused by the resident(s), will be billed equally to the residents. Belongings left behind upon move-out or expiration of occupancy agreements will be considered abandoned and will be disposed of by the University with no liability.

7. CHARGES

Full payment is due with the application. Approved early arrival and late departures may result in additional charges. Rent is prorated to the full week of occupancy. All charges unpaid after the due date will automatically be subject to a late penalty charge of 1.5%. The University may cancel a signed agreement for any unpaid charges owed to the University for the current or previous year on a resident's account. Keys must be returned upon departure to the building's Information Center. Failure to do so will result in a \$200 charge to replace the core lock and keys.

8. ROOM ENTRY / RESIDENCE ACCESS / GUEST PRIVILEGES

The University reserves the right of entry to the room(s) by authorized representatives for the purpose of inspection, establishment of order, repairs, maintenance, inventory correction, extermination, cleaning, or in case of emergency or other reasonable purposes. Residents may not deny access to University personnel attempting to exercise the University's rights or perform the University's obligations. Access to residences is limited to University students, approved non-student residents, faculty, staff, and authorized contractors. A resident's privilege to have guests is subject to the following limitations: a) resident may not pressure or force roommates to tolerate the presence of a guest; b) the presence of guests must not restrict the free access of legitimate occupants to all common spaces and to any private space they may have or create any situation that infringes on the right of roommates to remain undisturbed; c) the presence of a guest may not be constant or continuous; d) a guest may not occupy a resident's room when the resident is not present, resident may not give the guest a room key or University ID to enter residences. The resident must accompany the guest inside the building. The actions of the guest are the responsibility of the resident; e) any violation of this agreement or University policy by a guest of a resident is the joint and several responsibility of the guest and resident.

9. LOSS/THEFT

The University shall not be liable for any damages to or loss of personal property in the common areas, outdoor areas, room(s), storage facilities, or mailboxes assigned. Students are strongly advised to have insurance coverage such as renters insurance.

10. ROOM ALTERATIONS AND DAMAGE

Alterations to the room including its walls, floor, ceiling, doors, wiring and furnishings are prohibited. Students are jointly and severally liable for all damage that is caused to the room(s) or any furniture/furnishings/fixture therein. Students are liable for the cost of repairing damage to the room(s) and building in case of fire, smoke, etc., if caused in violation of this agreement.

11. SOLICITATION/PEDDLING

The room(s) shall be used only for study and living purposes and not as a salesroom, office, service area, or for storage of merchandise. Soliciting and peddling in the residences are prohibited, unless approved by the General Manager.

12. PETS

The presence of pets in residence is prohibited except for fish; these are permitted only if they can be kept in an aquarium not larger than twenty gallons. Additional regulations are set forth on the policy on pets in University residences.

13. ALCOHOL/DRUGS/SMOKING

In Pennsylvania, the possession and/or use of alcohol by persons under 21 years of age is prohibited. Distribution of alcohol by sale or gift to persons under 21 years of age is forbidden. Alcohol may not be consumed in the public areas of residences. Kegs, regardless of contents or amount, are prohibited in all residences. Anyone observed entering a residence with alcohol may be required to register at the Information Centers and provide proof of age. **Smoking and smoking paraphernalia are prohibited in all residential buildings. Violators may face disciplinary action, fines, and possible termination of their Residential Agreement.**

14. FIREARMS/DANGEROUS WEAPONS

Possession, storage, or use of firearms or dangerous weapons are prohibited and subject to immediate termination of the Occupancy Agreement, removal from residence, as well as disciplinary or judicial action and criminal prosecution.

15. Right to Amend

The University reserves the right to amend this agreement and may from time to time issue regulations concerning housing. The University may take disciplinary action against a resident and/or terminate this agreement for failure by any person occupying the residential unit to comply with the terms of this agreement.

AGREEMENT OF TERMS

By submitting a summer housing application, you agree to the following:

- I understand that the presence of a kitchen in my summer assignment is not guaranteed.
- I understand that all summer housing is in multiple-occupancy suites, and thus realize that I will be sharing a suite with other students/summer guests.
- I understand that specific room-type requests cannot be guaranteed.