

## 2025 -2026 ACADEMIC YEAR STUDENT HOUSING CONTRACT

LOYOLA UNIVERSITY OF CHICAGO | DEPARTMENT OF RESIDENCE LIFE | res-life@luc.edu | 773-508-3300

### INTRODUCTION

Loyola University of Chicago (the “University”) seeks to provide on-campus living for students at a reasonable rate. The University operates housing and dining services on a full academic year contract basis. This Student Housing Contract (this “Contract”) is made by and between the University and the student or prospective student who (a) submits this Contract to the University, (b) accepts a room key for the Student Housing (as defined below) or (c) otherwise enters into, agrees to or signs this Contract (the “student”). All references herein to the “Contract” shall mean and include this Introduction and Sections I through XIX below.

#### I. STUDENT HOUSING

This Contract grants the student a limited license to use and occupy an initially assigned room, apartment, dorm or unit in a University residence hall or apartment in a University-owned building (collectively, along with Expanded Student Housing (as defined in Section IX(e) below), the foregoing housing are referred to as the “Student Housing”) under the terms and conditions stated in this Contract, without vesting any property or possessory interests in the student or establishing a landlord/tenant relationship between the student and the University. This Contract is not subject to the restrictions of the City of Chicago Residential Landlord and Tenant Ordinance.

All provisions in this Contract apply to all Student Housing located on or near the University’s Lake Shore and Water Tower Campuses unless otherwise specified in this Contract. The term of this Contract is for the entire Academic Year (as defined below), unless earlier terminated or the student is otherwise released from this Contract earlier, pursuant to this Contract. The “Academic Year” is defined as the University’s fall academic term (the “Fall Term”) through the end of the University’s spring academic term (the “Spring Term”), with the specific dates of the foregoing all being determined by the University in its sole discretion. By entering into this Contract, the student agrees to pay all fees specified in the room and board rate sheet, to observe all rules and regulations of the University’s Department of Residence Life (“Residence Life”) and the University, and to honor the terms and conditions of this Contract.

The student is responsible for all provisions and regulations listed in the University’s Community Standards, as amended, supplemented, and in effect from time to time. No deletions of terms in or changes or amendments to this Contract will be accepted without prior consent from the University. In interpreting this Contract, the laws of the State of Illinois will apply. The University recommends that the student keep all records relating to this Contract and to print or download an electronically signed copy of this Contract. The University’s Community Standards, along with other relevant documents, can be found here: <https://www.luc.edu/reslife/resources/policiesprocedures/>.

#### II. ELIGIBILITY AND RESIDENCY REQUIREMENT

To be eligible for Student Housing during the Academic Year, a student must be (A) 18 years of age on or before December 1, and (B) either (1) a Full Time Undergraduate Student (as defined below) or (2) a Full Time Graduate Student (as defined below) or a graduate student otherwise approved for Student Housing. Students not meeting these requirements who wish to reside in Student Housing must receive written permission from the Director of Residence Life (or an authorized designee) to live in Student Housing. Students younger than this age who do not receive approval from the Director of Residence Life (or an authorized designee) to reside in Student Housing must live off campus with a parent or legal guardian.

If an undergraduate student is seeking or living in Student Housing and does not qualify as a Full Time Undergraduate Student on or before June 1 for the Fall Term or December 31 for the Spring Term, then their Student Housing may be reassigned and/or this Contract may be terminated by the University. Any undergraduate student enrolled in 12 or more credit hours per academic term in a degree program is considered a "Full Time Undergraduate Student". Any graduate student enrolled in 9 or more credit hours per academic term in a degree program is considered a "Full Time Graduate Student". In calculating the total credit hours per academic term for the purpose of determining if a student is a Full Time Undergraduate Student or a Full Time Graduate Student, both in-person and online class credit hours are counted.

All first-year and second-year Full Time Undergraduate Students over the age of 17 and under the age of 21 are required to live on campus and purchase a meal plan unless such a student applies for and is granted an exemption from the University's housing requirement by the Director of Residence Life (or an authorized designee). A first-year student is defined as a student who is in their first year of college after completing high school. A second-year student is defined as a student who is in their second year of college after completing high school.

Any student who is required to live on campus and who has not entered into an effective Student Housing Contract with the University may be responsible for the cost of room and board if such student has not been granted an exemption from the residency requirement by Residence Life. The residency requirement does not preclude the University from removing a student from Student Housing or terminating this Contract. Any student required to live on campus that has been granted an exemption with permission to live at home with a parent or legal guardian who is found living at an address that is not an approved home address may be subject to the conduct process and may be responsible for the cost of room and board.

Registered sex offenders are prohibited from living in Student Housing. Additionally, registered sex offenders are prohibited from being within the living areas of any Student Housing as a guest, volunteer, or any other capacity.

### **III. COMMUNICATION**

All official forms of communication from the University to the student with respect to Student Housing occur via the student's University email account. Residence Life will send all communication to the student's University email account prior to move in and during student's residence in Student Housing. All students are expected to read and respond, if necessary, to all communication from Residence Life. Failure to do so will not be considered as a valid excuse for any request or appeal.

### **IV. HOUSING DEPOSIT AND PREPAYMENT**

The University agrees to use reasonable efforts to reserve a housing space for a student who submits this Contract, subject to this Section IV.

For returning undergraduate students and graduate or professional students in Student Housing, a housing prepayment of \$500 must be paid to the University, unless such prepayment requirement is otherwise waived by the University. The University will not approve this Contract or make any Student Housing assignment prior to receipt of the prepayment or approval of a prepayment waiver.

If the student is not assigned to Student Housing by the start of Fall Term or Spring Term, as applicable, any prepayment will be refunded to the student or applied to the student's account. Prior to the posting of the first e-bill of each term, a

refunded prepayment will be processed and returned via the credit card used to make the prepayment. After the initial e-bill has been posted, a refunded prepayment will be processed via the student account in LOCUS. If a student declines an offer of Student Housing, prepayment is not refundable. Student Housing is not guaranteed for third-year or fourth-year undergraduate students, graduate and professional students, or any incoming transfer students..

## **V. FINANCIAL RESPONSIBILITY, RATES, AND PAYMENTS**

The student must pay all Academic Year room and board fees posted to their student account. The student agrees to pay the applicable room rates, which are billed in two installments – one for each of the Fall Term and the Spring Term – by the due dates established and announced by the University. Except as otherwise provided by University policy or the provisions of this Contract, the student is liable for the applicable Student Housing rate for the remainder of the Academic Year following move in, regardless of whether the student remains in Student Housing for that period of time.

For specifics regarding Student Housing room and board rates for the Academic Year, please refer to Residence Life's website at <https://www.luc.edu/reslife/futureresidents/roomboardrates/>, which is updated from time to time. The inclusion of specific buildings, room types and room rates on the Academic Year's list of room and board rates does not mean that all such buildings, room types and/or rates are available for the Academic Year.

Additionally, the student authorizes the University to post Residence Life charges directly to the student's account, including but not limited to applicable housing costs, meal plan costs, fines for conduct violations, damage charges, laundry service fees, lockout charges, and any other associated housing fees. The student should contact Residence Life directly for a description of charges.

Payment of these fees is subject to all established policies of the University's Office of the Bursar (<https://www.luc.edu/bursar/index.shtml>), and the student understands and agrees to such policies and accepts these terms as the student's personal responsibility for any debt arising in connection with this Contract.

## **VI. REFUND AND FORFEITURE POLICY**

Residence Life will process any refunds or credits as a result of the student's voluntary termination of this Contract or a meal plan release as set forth in this Section VI. Refunds or credits for housing costs will be prorated on a per diem basis. Refunds or credits for meals plan costs are prorated as follows: (a) all access meal plans are prorated on a weekly basis; and (b) any dining dollars, declining balance plans and block plans are prorated based on usage.

This Contract end date for the purposes of proration will be the later of (A) the date the student moves out of their Student Housing (in accordance with the move out procedures outlined and communicated by Residence Life) or (2) if applicable, the date on which the student's release is approved/processed. The \$500 housing prepayment (outlined above in Section IV), if applicable, will be refunded only if residency cannot be provided by the University by the first day of the applicable academic term.

In the event the student is removed from Student Housing for student conduct and/or disciplinary reasons, the student will remain fully responsible for all room and board charges and fees for the remainder of the academic term following removal.

A Student Housing assignment that is not claimed by 12:00 noon of the eleventh (11<sup>th</sup>) day of classes in either Fall Term or Spring Term, as applicable, may be reassigned. In such an event, Residence Life will communicate the possibility of

the student losing their Student Housing assignment via email. The loss of a Student Housing assignment under this policy will not result in the cancellation of this Contract, and the student may continue to be charged for the Student Housing. If the student continues to seek a Student Housing assignment after that time, a different Student Housing assignment may be determined by the University based upon the remaining Student Housing options available, if any.

## **VII. ASSIGNMENT POLICY**

### **A. General**

The University reserves the right to determine Student Housing assignments, and to change the Student Housing assignment for reasons determined necessary by the University. Among other rights, Residence Life at all times reserves the right to assign or reassign Student Housing, including temporary spaces, and to take certain Student Housing offline when additional spaces are needed for another purpose, when areas are unfit for occupancy, or at the discretion of the Director of Residence Life or their authorized designee. The inability to honor the student's assignment preferences will not void this Contract. The University reserves the right to change Student Housing assignments and occupancy levels or to terminate or refuse to accept a Student Housing Contract, in the interest of health, safety, discipline, housing needs or the welfare of or needs of the student and/or other students, for purposes of Consolidation (as defined below) and/or to comply with all applicable international, federal, state, and local public health and safety laws, rules, regulations, guidance, policies, directives and plans, as amended, supplemented, updated and replaced from time to time, including without limitation (i) guidance, policies, directives and plans from the World Health Organization, the Centers for Disease Control and Prevention, the State of Illinois, including its Department of Public Health, the City of Chicago, including its Department of Public Health, presidential, gubernatorial and mayoral executive orders, and (ii) COVID-19 policies, guidance, directives and plans from other international, federal, state, and local governments, departments and agencies ("Public Health Requirements"). In accordance with the Community Standards and other applicable policies, a student may be temporarily removed from Student Housing, may be reassigned Student Housing, and/or may be expelled from Student Housing.

### **B. Assignment of Student Housing**

As applicable, Student Housing assignments made by Residence Life for Fall Term will be emailed to students beginning in June and Student Housing assignments made by Residence Life for Spring Term will be emailed to students beginning in mid-December. Priority is given to students who apply by the applicable priority deadlines set by University in its sole discretion from time to time.

Returning students participating in the Re-Application and Room Selection processes occurring during the Spring Term will receive Student Housing assignments via email immediately after their selection of a Student Housing assignment. Returning students eligible to participate in Room Selection who do not select a Student Housing assignment will receive an assignment made by Residence Life for the applicable academic term in accordance with the assignment and notification process outlined above.

### **C. Vacancies and Consolidation**

Students who occupy Student Housing below the designated room or apartment capacity may be assigned additional roommates, if available, or may be moved to fill other vacancies (this process is referred to as "Consolidation"), as determined by the University in its sole discretion. When possible, any student affected by a Consolidation will receive reasonable notice by email regarding any such changes. The University

reserves the right to add additional occupants to Student Housing on a temporary basis in the case of an emergency (e.g., fire, flooding or Public Health Requirements).

D. Room Buyouts

Single room assignments in double occupancy rooms have traditionally only been available only when space permits. Single room assignments cannot be guaranteed prior to the beginning of the applicable academic term. However, such assignments may also be made when recommended or required by Public Health Requirements.

E. Student Housing Assignment Priority

It is the policy of the University to give preference in Student Housing assignments to students who have applied by priority deadlines and reside outside of the greater Chicago area. In accordance with this policy, the University reserves the right to cancel this Contract prior to the published date for housing opening for the Fall Term or Spring Term, as applicable, where this Contract has been entered into with a student who resides within the greater Chicago area (which, for purposes of this Contract, is an approximately 45-mile circular radius around the City of Chicago, subject to the University's discretion from time to time). The termination of this Contract, notification of termination, establishment of priorities to regain residence, definition of the greater Chicago area, and other matters are governed by established procedures that are available upon request.

F. Expanded Housing

The demand for Student Housing often exceeds supply. To provide Student Housing to as many students as possible, some students may be assigned to an expanded housing space ("Expanded Student Housing"). Such an assignment may be temporary or permanent for the duration of the Academic Year, depending on the unique circumstances of each situation. Expanded Student Housing may be, but is not limited to, one of the following: (1) study lounges located within University residence halls that have been furnished as residential rooms, (2) residential spaces on or near the University's campuses that are held in reserve for emergency use, (3) existing Student Housing where additional furnishing are added to accommodate an additional student, and (4) residential spaces in University-owned apartment buildings near campus. Students assigned to either Expanded Student Housing example (1) or (3) above will be charged for such housing at a reduced rate of the cost of the applicable building's double room rate as determined by the University in its sole discretion. Once a student who is assigned to Expanded Student Housing is assigned to permanent Student Housing, such student will be required to move and will be charged the full, pro-rated amount for such new Student Housing. The University reserves the right to make all decisions relating to Expanded Student Housing.

G. Accommodations

All recommendations for residential accommodations as related to a medical need or diagnosed disability are made by the Student Accessibility Center ("SAC"). A residential accommodation may include, but is not limited to, a single-occupancy or private sleeping space, access to an elevator or accessibility entry, private bathroom access, or an Emotional Support Animal. Students who may require an accommodation in housing should notify the SAC in the Sullivan Center for Student Services at 773-508-3700 in a timely manner. SAC will then contact Residence Life regarding any appropriate accommodation. Students should request these accommodations prior to their priority application deadline to ensure that the University has sufficient lead time to complete any necessary changes to Student Housing assignments or to make additional facilities

changes to meet the accommodation request in time for student occupancy. It is the responsibility of the student to request accommodations and provide any necessary documentation, as required by the SAC.

H. Assignments by Student Prohibited

The student may not transfer their limited license to occupy any Student Housing to anyone else and may not sub-license any part of the premises.

**VIII. STUDENT RESPONSIBILITIES**

As a student residing in Student Housing at the University, the student agrees to comply with the following procedures:

A. Move In

The student agrees to occupy the student's assigned Student Housing for the Academic Year, subject to possible reassignment as described in Section VII above. Unless the following dates are modified by the University, in its sole discretion from time to time, as a result of Public Health Requirements or otherwise, the student's occupancy begins on the earlier of: (1) the student's first date of approved occupancy; or (2) the first day of the Fall Term or the Spring Term, as applicable. Actual move in dates and times are assigned by Residence Life and sent to the student via the student's official University email account. The student must adhere to move in procedures outlined and communicated by Residence Life.

B. Winter Break

The student must vacate the Student Housing for winter break within 24 hours of the student's last final exam of the Fall Term, but, in any event, no later than 12:00 noon on the Sunday in December immediately following Fall Term final exams. Student Housing will re-open for occupancy at 12:00 noon on the Sunday prior to the first day of Spring Term classes. Optional winter break Student Housing may be available for a fee, as determined by the University in its sole discretion. Information about such housing will be available in mid-November.

C. Move Out

The student's occupancy ends, and the student must vacate the Student Housing, within 24 hours after the student's last final exam, but, in any event, no later than 12:00 noon on the first Monday following the last day of scheduled Spring Term final exams. Extended move out dates are available for approved groups (e.g., summer school participants, graduating students, etc.). Other individual students may be eligible for extended move out dates for an additional fee. The student must to adhere to move out procedures outlined and communicated by Residence Life.

D. Other Closures

The University reserves the right to close any Student Housing and may require all students to vacate Student Housing for all or part of any closure period. The University shall also have the right to temporarily or permanently close any and all Student Housing and require students to vacate Student Housing in accordance with Public Health Requirements in place from time to time.

E. Keys and Temporary IDs

The student is solely responsible for any University keys or temporary ID cards issued to them, including, but not limited to, keys and temporary IDs to their assigned Student Housing. The student may not share, loan, make copies of, or otherwise transfer keys and temporary IDs or other access to any other person for any

reason. If the student is found in violation of this Section VIII(E), they may be referred to the student conduct process. If any key or temporary ID is lost or stolen the student is solely responsible for notifying Residence Life staff and may be responsible for costs associated with replacing the key or temporary ID or changing the lock(s).

F. Prohibition on Cameras and Recording Devices

The University is committed to protecting the safety and privacy of students in Student Housing. Student use of security cameras, monitoring of cameras and/or similarly-equipped cameras or devices and/or any audio recording in any areas of Student Housing must conform to applicable University policies and applicable laws. Additionally, the use of, or intent to use, such cameras or devices with the purpose of recording another student without their consent is prohibited in all areas of Student Housing. No portion of this Section VIII(F) restrict Campus Safety from utilizing body-worn cameras, in accordance with University policies and applicable laws. Notwithstanding anything to the contrary in this Contract, the dates set forth in this Section VIII may be modified by the University, in its sole discretion from time to time, as a result of Public Health Requirements or otherwise.

**IX. STUDENT REQUESTS FOR RELEASE FROM THIS CONTRACT**

The student may only be eligible for release from this Contract under one of the following options:

A. Voluntary Release

The student may request a release from this Contract by completing the online Request for Release or Exemption Form online at <http://www.luc.edu/eRelease>. No verbal notices or notices sent to any other departments serve as a valid request for release from this Contract. If a request for release is approved, the student will have 72 hours from receipt of such approval to remove all personal belongings and move out of their Student Housing in accordance with the move out procedures outlined and communicated by a Residence Life staff member. Students must seek permission for any extensions on this timeline. Requests for a voluntary release may be approved in the following circumstances:

- A release request from an incoming first-year student received at any time prior to May 1 before the Fall Term.
- A release request for any other student received, from the earlier to occur of, (1) 15 calendar days from the student's initial receipt of written confirmation of assignment of Student Housing, (2) 15 calendar days from the student's initial receipt of written confirmation of selection of assignment as part of the Room Selection process, or (3) 15 calendar days prior to the "occupancy begins" date as established by this Contract.
- A release requested by a student who has a recommended residential accommodation on file from SAC that currently cannot be met on campus through their current assignment of Student Housing.
  - Residence Life seeks to provide on campus Student Housing to any student who desires an on-campus living experience regardless of ability or medical need. As such, Residence Life reserves the right to attempt to find an appropriate assignment to meet a student's recommended accommodation before granting a request for release.
- A student has experienced an unforeseen change in circumstance since entering into this Contract that significantly impacts their ability to reside on campus. Typically, in order for such a request to

be approved, the changed circumstance is related to sudden financial hardship or other significant loss. The student must submit documentation supporting their request for release.

- A student has experienced a change in enrollment status in which they are no longer enrolled in courses at the University.

Among other things, signing an off-campus lease, failure to occupy assigned Student Housing, achieving third-year academic status or not meeting a student's building or room type preferences does not negate or release a student from this Contract.

If the student does not qualify for release from this Contract, the Department of Residence Life may offer, at its sole discretion, the option for the student to be released from this Contract in exchange for the student paying a release charge of \$2,000.00 plus forfeiture of the original \$500.00 housing prepayment, if applicable. Because the offer to be released from this Contract in exchange for paying the release charge is solely made by the Department of Residence Life, a student cannot choose this offer or opt-in to it.

**B. Involuntary Release**

If the student is ordered to vacate Student Housing as part of a disciplinary sanction, academic suspension, a loss of housing eligibility, or dismissal from the University, the student must do so with 48 hours of receiving any such notice unless otherwise approved by Residence Life. If this Contract is terminated at any time during the Academic Year under these guidelines, no refund for room or board will be given.

**C. Part-Time Status**

In accordance with the terms of Section II above, the student must be a Full Time Undergraduate Student or Full Time Graduate Student to qualify for Student Housing. If, after the applicable academic term has begun, the student no longer qualifies as a Full Time Undergraduate Student or a Full Time Graduate Student, the student must request and receive permission from the Director of Residence Life (or an authorized designee) to remain in Student Housing.

**D. Other**

Room and board and meal plan charges will continue to accrue until the later to occur of (1) the date on which the student has vacated their Student Housing in accordance with the move out procedures outlined and communicated by Residence Life, or (2) the date on which the student is released from this Contract. This Contract may be terminated by the University at any time in accordance with its terms and the University's Community Standards, as in effect from time to time and available at <https://www.luc.edu/osccr/communitystandards/>.

**X. STUDENT REQUESTS FOR RESIDENCY REQUIREMENT EXEMPTION**

Prior to completing this Contract, a student may request an exemption to the residency requirement for first-year and second-year students. In order to request an exemption, the student must complete the Request for Release or Exemption Form online at <http://www.luc.edu/eRelease>. Exemptions to the residency requirement may be approved under the following circumstances:

- The student is living with a parent/guardian in the Greater Chicago Area as defined in Section VII(E).
- The student is married/in a civil union, or has dependent children.

- Financial burden which would prevent the student from attending the University if not allowed to reside off campus. This does not include the financial burden of signing an off-campus lease in addition to University housing charges.
- Medical need that cannot be accommodated on campus as determined in consultation with SAC.
- The student is at least 21 years of age before the start of the academic semester for which they are requesting an exemption.
- The student is a Full Time Undergraduate Student taking all online classes.

The Request for Release or Exemption Form must be accompanied by supporting documentation before a decision can be made regarding the request.

## **XI. MEAL PLAN**

For the Academic Year, a meal plan is required for students living in Student Housing, unless the student is released from this requirement through the meal plan exemption process outlined on the Residence Life website (<https://www.luc.edu/reslife/>, which includes submission of a Request for Meal Plan Release (<https://forms.luc.edu/MealRelease>)). However, the student is exempt from the foregoing requirement, but may opt to enroll in a meal plan with the University, if: (A) the students resides in Baumhart Hall on the Water Tower Campus; (B) the student has third-year or fourth-year status at the beginning of the applicable term; or (C) the student is a graduate student.

In the event the student is released from the meal plan requirement during the Academic Year, the meal plan cost will be prorated and credited to the student’s account in accordance with the proration guidelines detailed in Section VI, regardless of whether the meal plan has been used.

Meal plans are not transferable. The University reserves the right to change food service options and procedures. The University also reserves the right to alter food service options and procedures based on required or recommended Public Health Requirements, such as, for example, by providing meals on a “grab and go” basis, limiting self-service food practices, imposing dining hall capacity restrictions, staggering hours of service, and similar measures.

## **XII. LAUNDRY SERVICES**

Student Housing laundry is an included housing amenity. Laundry machines do not require a coin or card payment and will run on an “open” basis. Students may be limited to a set number of wash and dry cycles per week or per term, as determined by the University from time to time. Use of the Student Housing laundry facilities is limited to students residing in Student Housing under a current Student Housing Contract. If students who do not live in Student Housing are found to be using the laundry rooms, they may be required to pay for the use of the laundry machines and may be held accountable based on the University’s Community Standards and other applicable policies.

## **XIII. LIABILITY AND DAMAGE**

The student is fully responsible for any damage to or loss of student property, including money, personal belongings, computers and electronics, or other items of value, located in or on the University’s premises. The University disclaims any and all liability for damage to or loss of the student’s property.

A. University Property

The student is responsible for and will be charged the costs of replacement and/or repair related to any and all damage of University property (including but not limited to University furnishings, fixtures and equipment and University building structures) that occurs in their Student Housing, regardless of whom or what caused the damage (other than University property damage caused exclusively by a failure in a mechanical or plumbing system of the University). All University furnishings, fixtures, and signage in and/or associated with Student Housing rooms and common areas must not be removed or altered by a student, as prohibited by and further described in the University's Community Standards. All University furniture in the Student Housing present at the time of the student's move-in date must remain in the Student Housing for the duration of the Academic Year. The student is also responsible for and will be charged the costs of replacement and/or repair of any and all damage the student may cause (alone or with others) to any other area of the Student Housing or the University.

B. Common Areas

The student shall be responsible for any malicious damage for which the student is found to be responsible that occurs to any common area of the Student Housing. The student will be charged for the cost of repairing the damage as determined by the University. In the event the University is unable to determine the party responsible, the total costs for repairs relating to the common area damage may be divided equally among all members of the applicable community, as determined by the University.

C. Renters Insurance

The student is strongly encouraged to secure renters insurance from a provider of their choosing at their own expense. One such provider is Next Generation Insurance Group, LLC ("GradGuard"). Students are not required to use GradGuard and can decline coverage or seek their own coverage through another provider. More information about GradGuard is available from Residence Life.

D. Guests

The student agrees to be responsible for the conduct of any guests who are in the Student Housing at the invitation or permission of the student. The University shall provide written notice if the current guest policy changes. All guest policy regulations can be found in the University's Community Standards.

E. Charges and Invoices

If the student is assessed charges pursuant to this Section XIII, the student agrees that the University has the right, at its discretion, to either issue an invoice to the student for the costs or offset the costs against any amounts the University may owe the student.

#### **XIV. RIGHT OF ENTRY**

Authorized University representatives may enter the Student Housing at any time without prior notice, after knocking and announcing their presence, for the purposes of: (A) making necessary or agreed-upon repairs; (B) supplying necessary or agreed-upon services; (C) investigating health or safety concerns, or suspected violations of housing and other University policies and Public Health Requirements (including, but not limited to, violations of firearm/weapons policies or drug, tobacco, and alcohol use policies); (D) verifying occupancy; (E) conducting inventories of University or other property; and (F) conducting facility inspections. Authorized University representatives may search for and confiscate items that are in violation of University, federal, state or municipal laws or regulations. In the event the

student is not present at the time of entry, the student will be informed promptly after such an entry is made and advised if the authorized University representatives have discovered any violations.

#### **XV. TERMINATION**

The University reserves the right to terminate this Contract and the student's residency in Student Housing because of improper or unsafe conduct by the student or failure of the student to comply with any term or condition of this Contract, including but not limited to the failure to comply with University policies and applicable law. The University's termination of this Contract does not relieve the student's obligation to pay the room rate for the Academic Year. If the student withdraws from the University, this Contract will terminate and eligibility for any refund will be determined pursuant to Section VI above and after the consideration of student conduct proceedings and/or sanctions, if applicable. The student shall vacate the Student Housing within 72 hours of actual withdrawal (i.e., no registration for any classes) unless otherwise approved by Residence Life.

The University also reserves the right to terminate this Contract and the student's residency in the event that Public Health Requirements require or recommend the closure of the University's campus(es) prior to the end of an academic term.

#### **XVI. STATEMENT OF NON-DISCRIMINATION**

The University admits students without regard to their race, color, sex, age, national or ethnic origin, religion, sexual orientation, gender identity, ancestry, military discharge or status, marital status, parental status, or any other protected status under applicable law to all the rights, privileges, programs, and other activities generally accorded or made available to students at the University. The University does not discriminate on the basis of race, color, sex, age, national or ethnic origin, religion, sexual orientation, gender identity, ancestry, military discharge or status, marital status, parental status, or any other protected status under applicable law in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other University administered programs. Otherwise qualified persons are not subject to discrimination on the basis of disability. All University policies, practices and procedures are administered in a manner consistent with the University's Catholic and Jesuit identity and character.

#### **XVII. COMPLIANCE WITH OTHER UNIVERSITY POLICIES AND APPLICABLE LAW**

The student acknowledges that the student is aware that, in addition to this Contract, the University has a number of policies that relate to and govern student conduct. Those policies are contained in several different documents, including, but not limited to, the University's Community Standards; the University's Code of Student Conduct; the Undergraduate Studies Catalog; the University's Course Catalogue; and University Wellness Center and Residence Life policies, all as updated from time to time. At all times, the student is responsible for accessing online the most up-to-date version of such University policies. Policies posted online are the most current versions and are intended to supersede prior online versions and hard copies. The student agrees to become familiar with these documents and policies and to comply with the obligations set forth in these publications and in other University policy statements that pertain to students or student conduct or activities, as amended from time to time. The student is also required to comply with the laws of the United States, the State of Illinois, and all ordinances and regulations of the City of Chicago, including, without limitation, Public Health Requirements. Violations of University policies during the winter break period are treated as Spring Term violations. The University will have the right to update and unilaterally amend this Contract from time to time to incorporate changes to University policies, applicable laws and/or Public Health Requirements.

By entering into this Contract: (A) the student agrees that if the student receives a COVID-19 positive diagnosis, regardless of where the testing is conducted or the diagnosis provided, the student will immediately report such diagnosis to the University by email at COVID-19report@luc.edu or by phone at 773-508-7707; and (B) the student consents to the disclosure by the University and others set forth in this paragraph of the student's identifiable health information related to any tests results, diagnosis or vaccinations for COVID-19 to other departments and units in the University and applicable University employees, agents and contractors, including without limitation the Wellness Center, Residence Life, Campus Safety, Facilities, Housekeeping, Dining Services and Dean of Students, and to applicable international, federal, state, and local governments, departments and agencies based on Public Health Requirements. The purpose of this consent is to assist in accessing and evaluating COVID-19 results for the health, safety and welfare of the University community and others, for compliance with Public Health Requirements and for follow-up purposes, including without limitation quarantine, exposure evaluation and contact tracing purposes.

#### **XVIII. SEVERABILITY**

If any term or condition of this Contract is determined to be invalid or unenforceable by a court of competent jurisdiction, such term or condition will be severed and will be deemed null and void, but will in no way effect the remaining terms and conditions of this Contract.

#### **XIX. CERTIFICATION**

By electronically submitting this Contract or otherwise entering into, agreeing to or signing this Contract as described in the Introduction, I certify and understand that: (A) I have read and understood the terms and conditions of this Contract; (B) this Contract will be a legally binding contract; (C) I agree to be bound by the provisions of this Contract; and (D) I am committing to the terms and conditions set forth therein as if I had signed this Contract between the University and me in my own hand.

I understand that if I am a minor (under 18 years of age), my parent or guardian must also read and agree to the following statement:

When I(We) click the "I(We) Agree" box below, I(We) attach my(our) electronic signature(s) to, and agree to be bound by, the terms and conditions of this Contract.

I(We) Agree