

THOMAS JEFFERSON UNIVERSITY, EAST FALLS
TERMS OF APPLICATION & AGREEMENT

1. **TERMS.** This Housing Application and Agreement (this “Agreement”) is a formal binding legal agreement between the student and Thomas Jefferson University, East Falls (the “University”), effective upon the sending of any form of assignment confirmation to the student, including but not limited to mail and electronic mail. The effective dates for this Agreement are August 22, 2019 through May 14, 2020 or 24 hours after the student’s last exam of the Spring semester, whichever comes first. This Agreement is not meant to be all-inclusive. Students are expected to conduct themselves in a manner that demonstrates due regard for other residents and guests. All rules and policies of the University, including those published in all University student handbooks, communications and websites, are incorporated in this Agreement.
 - A. **Break Housing.** This Agreement period does not include the Thanksgiving, Winter, and Spring Break periods (see the University academic calendar for exact dates). Students with permanent addresses three (3) or more hours away from campus may apply for Thanksgiving and Spring Break housing. Approved students may have to relocate to a designated building and pay additional fees to remain on campus during the break period. Housing is not available during the Winter Break.
 - B. **Summer Housing.** Summer housing options are not included in this Agreement.
2. **ELIGIBILITY.** Only current, full time undergraduate students (a minimum of 12 credits per semester) are eligible for University housing. Failure to maintain 12 credits may lead to termination of this Agreement. Students who lose their eligibility must inform the Office of Residence Life (“ORL”) within two (2) business days and are subject to cancellation charges. Continuing education, part-time and graduate students may apply for any unassigned spaces on a semesterly basis and will only be considered after all full-time undergraduates have been placed. Exceptions to this policy may be made by the Dean of Students.
3. **CANCELLATION.** Students are financially obligated for the **FULL 2019– 2020 ACADEMIC YEAR** (both semesters), unless otherwise approved by the ORL. The high demand for campus housing requires that the ORL strictly enforce the cancellation policy. This Agreement may be terminated by the student only for one of the following reasons:
 - A. Graduation, Study Abroad, or an approved internship position.
 - B. Approval by the Housing Appeal Committee. Appeals must be submitted in writing to the Director of Housing. Only the most exceptional circumstances will be considered.
 - C. This Agreement may be terminated by the University as a result of a disciplinary sanction or breach by the student of this Agreement.
4. **TWO YEAR RESIDENCY REQUIREMENT.** Incoming full-time first year students who have a primary address greater than 15 miles away from the East Falls campus are required to live in University housing for their first two years of enrollment. Students whose primary residence is within 15 miles of East Falls campus can opt-in to the residency requirement by choosing to be admitted as a resident student their first semester. Transfer students will be exempt from the two-year housing requirements. Exceptions are made for:
 - A. Students over the age of 20 at the point of enrollment.
 - B. Military veterans.
 - C. Married students.
 - D. Students with dependents.
5. **ASSIGNMENTS.** This Agreement serves as a request for a space in University housing at large and may not be assigned or transferred. While an effort will be made to accommodate a student's request, the ORL will determine the student’s final room assignment and/or reassignments and will do so without regard to age, ethnicity, disability, marital status, national origin, religion or sexual orientation. The University reserves the right to modify assignments in cases of emergency or as otherwise deemed necessary. The ORL reserves the right to eliminate future housing privileges where a student has violated housing policies or campus regulations. The University reserves the right to change the capacity of the room(s) permanently or temporarily.
 - A. **Room Change.** Students living in the apartments, affiliated housing or townhouses are assigned to specific bedrooms and may not change bedrooms without approval from the ORL.

- B. **Room Consolidation.** Students who occupy rooms/apartments at below their designated occupancy may be assigned additional roommates or be asked to consolidate to fill other vacancies. If demand for University housing exceeds capacity, some rooms may be used at increased capacity until other spaces become available.
- C. **Gender.** Students in traditional hall-style buildings are housed in single-gender spaces according to self-identified gender. Apartments and/or Townhouses may be selected as all-male, all-female or gender neutral spaces. Co-ed groups must completely fill any apartment/house that they wish to select for the entire academic year. If there is a subsequent cancellation in a mixed gender apartment, the University reserves the right to assign another student to the space of either gender at University discretion or students may be offered the chance to secure a replacement. If current occupants are unable to secure a replacement within ten business days, the apartment will be reclassified as single gender, and residents will be required to relocate to another available space on campus. Housing reserves the right to designate some areas as single-gender during the room selection process in order to preserve the balance of genders in a building or for other programmatic reasons.
- D. **New Roommates.** Any actions to deter the assignment of new roommates may constitute a violation of the University Code of Conduct with penalties, including but not limited to, termination of this Agreement.
6. **MEAL PLANS.** Meal plans are contracted for the full academic year. Students may make changes to their meal plan assignments during the first two weeks of the semester with no penalty. This request must be received in the Office of Residence Life either via the student's University e-mail account, or through the online webadvisor form. Please note that students making changes to premium meal plans will be billed for any Bookstore Bonus Dollars that have been utilized. No meal plan changes can be made after the first two weeks of the semester. After the two week cut off, students will be billed in full for the semester's meal plan charges.
7. **CONDUCT.** Students must abide by the policies, rules, and regulations designated in Community Standards (available online only), the University Student Handbook, the laws of the City of Philadelphia and the Commonwealth of Pennsylvania and all other applicable laws and regulations. Violations thereof may result in fines, restriction of privileges, and/or termination of this Agreement by the Dean of Students or designee. In addition to any other prohibited conduct, the student agrees that while in the residence hall he/she will not:
- tamper in any way with fire alarms, hoses, extinguishers, smoke detectors or emergency exits;
 - remove University furniture from its assigned room or remove screens from windows;
 - remodel or renovate University property without prior written approval from the University.
8. **MEDICAL.** Current health insurance coverage is required for every student. Students are eligible to enroll in a University health policy if they are not covered. Enrollment forms are available through the Business Office. Students must provide proof of health insurance prior to being assigned housing. Students will be automatically billed for health insurance unless the online waiver is completed.
9. **VACCINATION REQUIREMENT.** Prior to moving in, all residential students must submit a completed the Immunization Record to Student Health. The immunization record can be found in the student health form. The College and University Student Vaccination Act provides that the University shall prohibit a student from residing in a dormitory or housing unit unless the student has received a one-time vaccination against meningococcal disease. If the student is a minor, the vaccination may only be administered with the consent of the student's parent or guardian. 35 P.S. § 633.1 *et seq.* The student is exempt if the student signs a waiver stating that the University has provided detailed information on the risks associated with meningococcal disease and the availability and effectiveness of the vaccine and, the student has chosen not to be vaccinated. If the student is a minor, the student's parent or guardian must sign the waiver. Please visit the Center for Disease Control website for more information.
10. **PAYMENT.** A \$250.00 deposit must accompany this Agreement, if not already paid through the admission process, and serves as a combination security/damage deposit. The deposit will be applied to a student's account once the student no longer resides or is contracted to live on campus. Any remaining balance will be refunded to the student after all monies owed to the University are paid and this Agreement is fulfilled.
- A. Returning students who receive special permission from the Housing Appeal Committee to cancel this Agreement are subject to cancellation charges, including forfeiture of their deposit.
- B. The deposit will not be refunded in the case of a contract termination (including disciplinary removal from housing). Please refer to section 3 for exceptions.

C. All charges unpaid after the due date will automatically be subject to a late penalty charge established by the University.

11. **FACILITIES.** A detailed room inspection is conducted annually prior to the student taking occupancy of the room. The condition of the room, including any existing damage, is outlined in the Room Condition Report (the “RCR”). Students are responsible for insuring the detail and accuracy of their RCR upon move-in. Students will be billed for any damages which have accrued since taking occupancy of the room. Students shall maintain their room and all common areas within the residence hall at large in the manner outlined under the ORL policies outlined in the Student Handbook.

A. **Cleaning Services.** Students living in affiliated housing, Independence Plaza, and the Townhouses are responsible for any and all housekeeping duties within their assigned unit, including the bathrooms. Students living in the residence halls are responsible for all housekeeping duties within their assigned rooms. Housekeeping is provided for common areas only (lounges, hallways, bathrooms, etc.)

B. **Common Area Damages.** All students share in the responsibility for damages accruing. Damage which cannot be assessed to the appropriate individual(s) will be prorated amongst the students of the floor, house or building. Students with information leading to the appropriate individual(s) responsible for damage are expected to notify the ORL. Students responsible for common area damage are expected to take responsibility. Common area charges may not be appealed.

C. **Move-Out.** Prior to a resident vacating a unit (defined as an individual residence hall room or campus-owned/leased apartment, including any and all common areas appurtenant thereto) at any time during the course of the year, even if a resident is simply relocating to another unit on campus, that resident is required to remove any and all personal belongings, including any and all trash, leaving said unit restored, cleaned and furnished with original furnishings. In the event that a room has been damaged requiring a repair to the same, that resident shall not attempt to make the repair him/herself. Any and all fixtures within the unit, including, but not limited to, university-owned refrigerators and stoves, must be emptied and cleaned. All costs incurred by the university as a result of any repairs required to be made, any additional cleaning required and/or for removal of any and all personal property shall be apportioned equally to the residents, regardless of responsibility or fault of any one resident for the same. Upon a resident vacating a unit, said unit shall be inspected by a Residence Life Professional Staff member and, if said unit is not in acceptable condition as defined herein and determined at the discretion the Residence Life Professional Staff Member, repair/cleaning/removal service shall be ordered and the resident(s) shall be held jointly and severally liable for the entire cost of the same. Failure to vacate a unit within the prescribed period shall result in a \$100 per day fine, plus daily rental fees and possible eviction, in which case the University shall not be responsible for student belongings and reserves the right to confiscate and dispose of such belongings. Appeals of any charges assessed for repair/cleaning/removal of personal belongings shall be filed in writing no less than five (5) business days from the date said bills are sent to the resident. Thereafter, any right to appeal is waived. Further, any resident selecting an “express checkout” waives the right to appeal any charges assessed.

D. **Abandoned Property.** The University reserves the right to remove and dispose of any property remaining in a room more than 24 hours following the earlier of (a) cancellation of this Agreement by the University; (b) the student’s separation or departure from the University; or (c) the date the student officially checks out of the room. The charge for costs incurred for such removal may be assessed to the student, and the student agrees to pay such charge (minimum \$300).

12. **ACCESS.** The University reserves the right to enter a student’s housing space without permission under those conditions and circumstances outlined in the Student Handbook.

13. **KEYS.** Room keys or other means of entry will be issued to the student at the time he/she checks into the residence hall, apartment, or house. Keys or other means of entry issued are solely for the use of the student to whom they are assigned. Duplication of keys or other means of entry is strictly prohibited. All keys or other means of entry must be returned upon check out of the residence hall, apartment, or townhouse. Failure to do so will result in charges as outlined in the Student Handbook.

14. **LIABILITY/LOSS /DAMAGE.** The student agrees to hold the University, its agents and employees harmless from all damages, liability or loss arising out of any negligent act or omission or other misconduct by the student on or about the premises. The University does not provide protection against lost, damaged or stolen property. Students are advised to obtain renter's insurance should such protection be desired. 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.

15. **LEAD PAINT NOTICE.** The University, in accordance with state and federal laws, screens for the presence of lead based paint in all residential facilities. The results of these tests, in full, are available in the ORL and Physical Plant offices. Be advised that you have a ten (10) day period after signing your lease during which you may, at your own expense, obtain another comprehensive lead inspection and risk assessment from a certified lead inspector. If you elect to obtain such an inspection and assessment and the results show that your room or apartment contains lead-based paint or lead-based paint hazards, you can terminate your lease within two (2) business days after you receive the report. If you don't obtain an inspection within ten (10) days after signing the lease, you will have waived the right to do so later. In accordance with state and federal laws, the University is providing the following notice:

EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.

Summary of Lead Paint Inspections

(updated December 2008)

Ronson Hall	Built after 1978. Not applicable.
Fortess Hall	No presence of lead paint detected.
Mott Hall	Some lead paint detected in subsurface layers of trim & molding paint.*
Partridge Hall	Some lead paint detected in subsurface layers of trim & molding paint.*
Scholler Hall	No presence of lead paint detected.
Townhouses	No presence of lead paint detected.
Independence Plaza	No presence of lead paint detected.
Art Studio Apt.	Some intact lead paint detected in subsurface layers of trim & molding paint *
Vaux Street Home	Some intact lead paint detected in subsurface layers of trim & molding paint and ceramics.*
Vaux Street Apt.	Some intact lead paint detected in subsurface layers of trim & molding paint and ceramics.*
Presidents Home	Some intact lead paint detected in subsurface layers of trim & molding paint and ceramics.*
3427 Warden	Some intact lead paint detected in subsurface layers of trim & molding paint & ceramics*
External	lead paint located in shutters and trim. All lead paint present was re-encapsulated in 2008.

* For precise details of lead paint locations please refer to the report on file within the office of Physical Plant.

- A. **University Disclosure.** Except as set forth above, the University has no knowledge of lead paint or lead paint hazards in any of the residence halls.
- B. **Student Acknowledgment.** The student acknowledges that he/she has: a) received the EPA approved lead hazard pamphlet or has read the "Protect Your Family from Lead in Your Home" pamphlet online at www2.epa.gov/sites/production/files/documents/pyf_brochure_landscape_color_1-16-13_0.pdf; b) received and read the lead warning statement set forth above; and c) received any records or reports pertaining to lead paint found in the student's housing assignment.

16. **GUESTS.** A student's privilege to have guests is subject to the following limitations: a) a student 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 student's room when the student is not present; e) a student may not give the guest a room key, University ID or other means of entry to enter residences; f) the student must accompany the guest inside the building; and g) the actions of the guest are the responsibility of the student. Any violation of this Agreement or University policy by a guest of a student is the joint and several responsibility of the guest and student

17. **PETS.** The presence of pets in the residence is prohibited.
18. **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 with the University and provide proof of age. Smoking and smoking paraphernalia are prohibited in all residential buildings. The possession or use of illegal drugs or drug paraphernalia is prohibited.
19. **FIREARMS/DANGEROUS WEAPONS.** Possession, storage or use of firearms or dangerous weapons is prohibited and subject to immediate termination of this Agreement, removal from the residence, as well as disciplinary or judicial action and criminal prosecution.
20. **FIRE SAFETY.** When a fire alarm sounds, students shall vacate the building and cooperate fully with University officials and safety officials, including during fire drills, which may be held at regular intervals. Fire equipment is to be used only as necessary in the case of a fire. Any use or misuse of fire equipment, including tampering with fire bells, horns, alarms, extinguishers, exit signs, evacuation signs, smoke detectors and other equipment is prohibited. Flammable items, including, but not limited to, hot plates, electric frying pans, halogen lamps, immersion coils, fireworks, flammable liquids, and flammable decorations are not permitted on campus unless officially sanctioned and supervised by University officials.

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 student and/or terminate this Agreement for failure by any person occupying the residential unit to comply with the terms of this Agreement. All decisions by the University, the Dean of Students, the ORL and the Housing Appeal Committee shall be final.