

# Graduate Housing Terms & Agreement

Office of Housing and Residential Life



## IMPORTANT INFORMATION

**Medical Housing Accommodations:** are available through the Student Accessibility Services Office (SAS). To be found eligible, students are required to complete a Student Accessibility Services Registration form. To access the SAS registration forms, please visit <https://www.bridgeport.edu/student-accessibility>. Approval from SAS will be required before any special accommodation is assigned.

**Utilities:** As part of this agreement, you are provided with heat and hot water. In University Place Apartments, you are responsible for the cost of all other utilities in the apartment including electricity, telephone, Cable/TV and Internet Services. All other areas these utilities are included. There will not be a reduction in charges if you do not receive any utilities or services.

**Meal Plan:** If you would like to secure a meal plan please contact Dining Services at [diningservices@bridgeport.edu](mailto:diningservices@bridgeport.edu)

**Submitting Your Housing License:** Please return your completed Housing License, receipt of first month's rent and one month's rent as a security deposit to: Office of Housing and Residential Life, Fax: 203-576-4536, or Email: [reslife@bridgeport.edu](mailto:reslife@bridgeport.edu). If this license is not completed in full, it will be void. A license and a deposit must **BOTH** be received before your request will be processed.

The following terms of the University of Bridgeport Graduate Housing License ("Residence Hall License") are between the University of Bridgeport (the "University") and individual (listed above) requesting graduate housing (the "Occupant"). The license granted in this Housing Agreement (the "License"), as further defined and detailed below, is for use and occupancy of an accommodation within the University's Graduate housing locations (the "Licensed Space"). The Office of Housing and Residential Life (the "Office") shall make all housing assignments, and, at its sole discretion, may change/alter the assignment, furnishings, features and other occupants of the Licensed Space.

1. **The License Period.** The Office, in its sole discretion, issues licenses for Fall Term, Spring Term and Summer Term.
2. **Billing.** Residents are billed for the entire term indicated at the beginning of their assignment period. Payments may be made on a monthly basis or paid at the start of the semester. Partial invalidity of any part of this contract by a court shall not render the balance of this contract invalid or unenforceable.
3. **Payment.** All payments must be made directly to Student Financial Services, G-Level, Wahlstrom Library. Payments may be made with cash, credit card, debit card, personal check, bank check or money order. Checks must be made out to "University of Bridgeport". If payment is mailed, please include your UB ID# in the memo portion of the check and be sure to allow for sufficient mailing and processing time. At minimum, the Occupant agrees to pay monthly on the first day of the month. **Payments are non-refundable.** No reduction in charge(s) is applied for temporary absences from the apartment, or if the License is suspended, terminated, or revoked nor is any refund made if a student is suspended, dismissed, or leaves the housing assignment for any reason during the License Period. Consult the UB Catalog or Registration booklet for additional refund information regarding tuition, fees or meal plan contracts. The Occupant shall pay a late fee of \$75/month if payment is not received by the 5<sup>th</sup> day of the month. Payments shall be made only to the "University of Bridgeport" as directed by the Office or its designee. The Occupant shall also incur a \$25.00 bookkeeping charge if his/her payment fails to clear or is returned for any reason, plus an additional \$50.00 charge for any payment returned for insufficient funds. Compensation for payment that fails to clear must be in the form of a money order or a bank check. If the Occupant fails to pay pursuant to the terms stated herein, the University may: impose late fees and costs; refuse to enroll or register any student; and/or revoke enrollment or registration for any charges which remain unpaid more than thirty days after notice is sent to the property address on file with the Office.
4. **Right to Modify.** The University of Bridgeport (UB) reserves the right to modify the schedule of payments, and to adopt or alter such rules as may be necessary or desirable in UB's sole and absolute discretion.
5. **Space Reservation Fee.** To reserve the Licensed Space, the University charges a fee equal to one month's payment. The Occupant agrees and understands that if s/he complies with the terms of this Housing Agreement, the University will return the space reservation fee to the Occupant within 30 days of the expiration of this License, minus \$125.00 non-refundable maintenance fee and any deduction for damage to the Licensed Space or common space. If the student pays the reservation fee but is determined ineligible for residence or chooses not to reside in the Licensed Space, refund is *only* available in the following limited circumstances: (a) 100% refundable if (i) the University refuses the student admission to the residence halls, or (ii) a new student withdraws in writing to the Office prior to 60 days before the first day of classes; or (b) 50% refundable minus \$250.00 cancellation fee if a returning student decides not to live in graduate housing prior to one week before the start of classes.
6. **Damage.** It shall be the responsibility of the student to pay the University for damage done to his/her apartment, damage to University-owned contents of the apartment and (on a pro-rata basis) damage to common areas of the

residence hall. Upon moving out of an apartment, the apartment condition is to be the same as at check-in, with reasonable wear and tear excepted. Any repairs required will be assessed to all apartment or house mates equally if no one person(s) takes responsibility for the damage.

7. **Energy Surcharges.** Student agrees to pay reasonable energy surcharges assessed by UB in response to substantial increases in the cost of utilities serving UB housing.
8. **Eligibility.** The Occupant must be a part-time or full-time graduate student. If the Occupant's enrollment at the University terminates, so does the Occupant's License. The Office, in its sole discretion, may provide family housing, if available. To be eligible, the Occupant must obtain health insurance and renter's insurance approved by the Office. During Fall and Spring Terms, the Office, in its sole discretion, may immediately terminate the Occupant if s/he: has a GPA below 2.0, participates in co-op, is sanctioned for disciplinary or behavioral issues, and/or violates any Residence Hall Policies or Procedures or other University rules. In these situations, the Occupant must request in writing to the Office if s/he seeks to conditionally remain in the Licensed Space.
9. **Sole Discretion of the Office of Housing and Residential Life.** The Office, in its sole discretion, shall make all housing assignments. The student accepts that assignment and has the right to occupy and use it and the common areas in which it is located subject to the terms of this license. The room shall not be used or occupied by anyone other than those assigned by the Office. If the student's enrollment at the University terminates at any time, for any reason, the student's right to use and occupy the room and common areas shall also end 24 hours after the student is no longer enrolled at the university. The Office reserves the right to: reassign students prior to occupancy for any reason or after occupancy for safety, disciplinary, or temporary housing reasons; change apartment assignment depending on institutional enrollment needs; and/or consolidate housing space, by having students move from under-utilized apartments, to make the most efficient use of its facilities. The University reserves the right to change a room type depending on institutional enrollment needs.
10. **Temporary Accommodations.** The University may determine that a Licensed Space needs to be closed for emergency, health, safety, maintenance, or other lawful purposes. In that situation, if available, the University will make reasonable efforts to provide temporary accommodations for the Occupant. The Occupant shall promptly move and remain at the temporary housing until authorized to return. The University shall not be responsible for temporary interruptions or loss of services, including but not limited to heat, water, or electricity. If assigned to temporary housing, once the University identifies permanent accommodations, the Licensee must move to said location.
11. **Forfeiture.** The Occupant forfeits the Licensed Space if s/he fails to check-in by the end of the first week of classes without prior written notification to the Office. The Occupant agrees that s/he is financially responsible for the Licensed Space, even if forfeited. Another apartment will only be assigned if available.
12. **Termination.** The Office reserves the right, at its sole discretion, to: (i) impose fees, costs, or fines, and/or (ii) suspend, terminate, or otherwise revoke the License if: (a) the Occupant fails to meet the eligibility requirements; or (b) for any other reason that the Office deems appropriate, including but not limited to, Occupant's (or Occupant's guest's) failure to follow University/Office policies and procedures. If the license is suspended, terminated, or revoked, then Occupant must vacate the Licensed Space immediately. Violation of agreement, or any part thereof, may result in removal of the student's property from the room, debarment of the student from the residence hall, fines, and/or other legal remedies, which the University may impose (with written notice to student).
13. **Occupancy.** The Occupant agrees that only authorized residents, i.e. those assigned by the Office, shall reside in the Licensed Space. In the apartments, the Office will assign a maximum of two authorized residents for a one-bedroom apartment and three authorized residents for a two-bedroom apartment. Subletting is expressly prohibited, as is the operation of any private enterprise in the Licensed Space or the common areas. Violations may result in License termination and/or substantial penalties, including without limitation full or partial rent for an unauthorized occupant.
14. **Apartment/Room Change.** The Office, in its sole discretion and upon reasonable notice, may issue an apartment/room change at an Occupant's request, if the change is made: (a) in the best interest of the Occupant and/or other person(s); and (b) after the second week of classes. Written permission from the Office is required. The Occupant will be assessed a \$100 fee. No additional charge for the apartment change will be assessed without the Occupant's consent. An apartment/room change of a student by the University may be made at any time with reasonable notice provided that (a) the change is made in the best interest of the student or other person(s) and (b) there is no additional charge without the student's consent. The University shall deny all room change requests based upon race, color, religion, sexual orientation, physical characteristics or national origin.
15. **Relocation.** A student may be required to vacate UB housing or relocate within UB housing if he/she has a health condition that makes occupancy potentially harmful to themselves or to other residents.
16. **Summer Housing.** For summer housing, residents must fall into one of the two categories: (1) taking summer courses, or (2) preregistered for fall. If a resident does not remain in one of these categories for the entire summer session, housing privileges will be terminated.
17. **Use.** The Occupant agrees to maintain a clean, safe and undamaged Licensed Space (including all fixtures and appliances) at all times. The Occupant agrees that s/he is responsible for any loss, damage, and/or destruction in the Licensed Space. Moreover, the Occupant: (1) must remove all garbage, rubbish, and other waste in a clean and safe manner as provided by the Office; (2) must prevent waste or debris from accumulating in the Licensed Space; and (3) use all electrical, plumbing, heating, air conditioning, and other facilities and appliances in a reasonable manner. The Occupant

shall not alter the Licensed Space or any furnishings therein (i.e. walls, floors, carpeting, windows, doors, appliances, fixtures, or furnishings) in any way without the express written approval of the Office. If approved, any fixtures or installations become University property which may be used by the Occupant during his/her License Period. Lastly, Locks may not be changed, window screens removed, surfaces painted, antennae installed, or heating or light fixtures altered. Failure to comply may result in discipline and/or penalties.

18. **Right to Access and Inspect.** The Office and University representatives shall have the right, at their sole discretion, with or without notice, to enter the Licensed Space for emergency, health, safety, welfare, maintenance, or other lawful purposes, including but not limited to: (a) making repairs; (b) inspecting the Licensed Space in compliance with health/safety regulations; (c) responding to health, safety or property damage concerns, as determined by the University and/or Office; or (d) responding to any Office or University concern regarding a violation of any University policy, state law, or federal law. Should the University determine that pest extermination is required, the Occupant must comply unless s/he provides appropriate medical documentation from a treating physician to the Office of Student Accessibility for review and approval.
19. **Check Out.** The Occupant shall vacate the Licensed Space and officially check-out of the Licensed Space, including returning all keys, at the end of the License Period or immediately upon the suspension, termination, or revocation of the License by the Office. If the Occupant does not officially check-out properly within seven (7) days of the official exit/closing date of the residence hall (as posted and notified by Office), the Office reserves the right to change locks to prohibit the Occupant access to the Licensed Space. In addition, the Occupant agrees to pay all costs, direct or indirect, incurred by the University in connection with Occupant's failure to timely vacate the Licensed Space ("Late Charges"). Any personal property not removed by the Occupant shall be deemed abandoned and destroyed by the University.
20. **Personal Property.** The University and the Office shall not be liable or otherwise responsible for any loss, damage or destruction to personal property, whatever the cause of such loss, damage, or destruction. Private rental insurance is strongly recommended.
21. **Storage.** The University and the Office shall not be liable or otherwise responsible for any loss or damage to personal property that is stored, whatever the cause of such loss or damage. The Occupant is prohibited from removing University furniture from any University housing area. When an apartment or room is used as storage, the Occupant is agreeing to return apartment and room keys and pay 50% of their designated rent from the date keys are returned and picked up again.
22. **Smoking Prohibited.** The University prohibits smoking inside all university facilities and within 25 feet of its buildings. This includes all common areas and all private living areas.
23. **Pets Prohibited.** The University prohibits pets of any kind from the residence hall except fish in a 10 gallon tank.
24. **Sex Offender.** The Occupant understands that s/he is prohibited from living in the residence hall system if s/he is required to register as a Sex Offender in the State of Connecticut or any other jurisdiction. The Occupant further avers that as of the date of this Residence Hall License, s/he is not required to register as a Sex Offender pursuant to any state or federal law. Should the Occupant be required to so register after signing this Residence Hall License, the Occupant agrees to immediately notify Campus Security (within 24 hours) and vacate the residence hall within 48 hours of such classification. The University reserves the right to assign any student required to register as a Sex Offender to any University housing deemed appropriate by the University. Any misrepresentation or violation of these obligations will lead to termination of this Residence Hall License, dismissal from student housing, and/or further disciplinary action by the University.
25. **Compliance with Laws and Other Rules.** The Occupant understands and agrees that by entering this License Agreement, s/he agrees to use and occupy his/her Licensed Space and common areas in accordance with Connecticut law, federal law, and University policies and procedures, including without limitation the Key to UB, the policies contained herein, and the License Rules and Regulations. Failure to comply with any University policies may result in termination of this Residence Hall License, removal of the Occupant's property from the Licensed Space, barring the Occupant from the residence hall, and/or imposition of fines and/or other remedies.
26. **Indemnification.** The Occupant agrees that, except in the case of gross negligence or willful misvi on the part of the University, the Occupant shall indemnify and hold harmless the Office, the University, and the University's affiliates, officers, directors, employees, agents, and licensors against any and all claims, losses, liabilities, deficiencies, damages, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the University as a result of any claim, judgment or adjudication related to or arising from the Occupant's (or Occupant's guest's) use and occupancy of the Licensed Space, including, without limitation: (A) breach of his/her obligations under this Residence Hall License, or (B) personal or bodily injury arising out of any conduct by the Occupant or Occupant's guest, including without limitation negligence, gross negligence, or willful misconduct.
27. **Miscellaneous.** (A) **Entire Agreement and Modification:** This License is the sole agreement between Occupant and the University regarding the Licensed Space and may not be modified except if signed by both parties in writing. (B) **Severability:** If any provision of this Residence Hall License is declared illegal or unenforceable, then the remainder of this Residence Hall License shall not be affected thereby. If any provision is held unenforceable, the Court may amend, such that in its amended form, such provision shall then be enforceable and enforced. (C) **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of Connecticut. The Licensee agrees to submit to the jurisdiction of the federal and state courts in the State of Connecticut for the resolution of any disputes arising hereunder.