

2011-2012 OCCUPANCY AGREEMENT

1. TERMS OF OCCUPANCY

This agreement is for a space in residence (not a particular room or bed). It 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. Residents are expected to conduct themselves in a manner that demonstrates due regard for other residents and guests. All rules of the University and Department, including those published in all University and Housing communications and websites 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 on the move-out date in effect for such resident. The move-in and move-out dates and times for residents are set forth in detail in the Department of Housing Services / Office of College Houses and Academic Services communications and websites, and such dates shall be deemed incorporated in this agreement. Only Harnwell, Harrison, Rodin, Sansom Place East, and Sansom Place West are open over winter break.

3. CANCELLATION/TERMINATION OF AGREEMENT

a. **Prior to picking up keys or occupying a residence**, this agreement may be cancelled by written notification to the Assignments Office by the student. The student will be subject to charges (as indicated below), the amount of which is determined by the date on which written notice is received by the Assignments Office (postmarks are not considered). These charges apply to all students including those who cancel due to leave of absence or withdrawal:

For students currently enrolled (prior to Fall 2011), if **written cancellation** is received:

FOR FALL SEMESTER:	Charge
Prior to April 1	\$250.00
April 1 to May 15	\$350.00
May 16 to June 30	\$450.00
July 1 to August 30*	25% of semester rent**
August 31 to September 7	\$100.00 + 25% of semester rent**
No shows cancelled on September 7 and charged	\$100.00 + 25% of semester rent**

*Residents of Sansom Place may not cancel this agreement after July 31, 2011.

For students anticipating enrollment (Fall 2011 or after), if **written cancellation** is received:

FOR FALL SEMESTER:	Charge
Prior to July 1	\$250.00
July 1 to August 30	\$350.00
August 31 to September 7	\$100 + 25% semester rent**
No Shows cancelled on September 7 and charged	\$100 + 25% semester rent**

FOR SPRING SEMESTER:

Charge	
Prior to first day of classes	\$150.00
No shows cancelled on first day of classes	\$325.00

**100% of one month's rent in Sansom Place East and West

b. **After a resident has either taken occupancy or picked up keys (or activated door access)**, 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:

1. Graduation from this University (course work completion is not necessarily grounds for Early Termination). A resident who requests Early Termination for this reason:
 - i) must provide the Assignments Office with official school notice of graduation.
 - ii) must vacate the room, return keys and follow official checkout procedures by the last day of the semester (December 31 and May 31 for graduate residents of Sansom Place East and Sansom Place West). August graduates must apply for Early Termination by the official graduation date and vacate the room within 48 hours of that date.
 - iii) is responsible for rent until the end of the semester (December 31 and May 31 for graduate residents of Sansom Place East and Sansom Place West). If official notification of graduation is received after the end of the semester, termination is effective as of the date on which such notice is received by the Assignments Office, keys have been received and the resident has officially checked out at the Information Center.
2. Leave of absence/withdrawal: A resident who leaves the University must terminate the Occupancy Agreement by providing the Assignments Office with official notification from the school. The resident must vacate 48 hours after the day of leave/withdrawal or by the semester's end occupancy date, whichever is sooner. Termination is not effective until all of these conditions are met. Residents will be charged \$100 for termination plus prorated rent. However, no refunds will be made after the tenth week of classes of each semester.

c. 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 Housing policy, or when a resident is no longer a registered Penn student.

4. ELIGIBILITY FOR RESIDENCE

Only full-time registered students regularly enrolled in a degree program at the University may occupy a room(s). Unrelated undergraduates of the opposite sex will not be permitted to occupy the same apartment or room except as allowed by the Gender Neutral Policy. If space is available, part-time students, faculty and staff may be eligible at the discretion of the Director. Graduate students residing in Sansom Place East and Sansom Place West 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. The policy and guidelines are set forth in the Residential Handbook. Families with children cannot be accommodated.

The University of Pennsylvania does not discriminate on the basis of race, color, sex, sexual orientation, gender identity, religion, creed, national or ethnic origin, citizenship status, age, disability, veteran status or any other legally protected class status in the administration of its housing program.

5. ASSIGNMENTS

This agreement may not be assigned or transferred. The room(s) shall be occupied by not fewer nor more than the number of people assigned by the University. If during this term of occupancy an agreement is terminated with respect to a resident in a multiple-occupancy unit, the remaining students shall accept such roommate as 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 the Director. The University reserves the right to change the capacity of the room(s) permanently or temporarily.

Reassignment to another room is subject to availability, schedule, and authorization by the Assignments Office. Residents of multiple-occupancy units, where bedroom size and single bedroom spaces are unequal, are required to switch unit rooms between semesters. Changes must be made by the end of the first week of classes.

The University reserves the right to assign students 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.

6. MOVE-IN/MOVE-OUT

A resident is required to check in and check out formally at the Information Center. Before moving out, a resident is required to remove all trash, leaving the rooms clean and furnished with 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. When one roommate (or user of a semi-private bathroom) moves out, while others remain, each is equally responsible for cleaning all space. If the space is not found to be in acceptable condition after the University inspection, cleaning service will be provided and the resident(s) will be held jointly and severally liable for the entire cost. Failure to move out within the prescribed period will result in a \$100 per day fine, plus daily rental fees 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.

7. CHARGES

All charges are due according to the date set by the Office of Student Financial Services. Approved early arrival and late check-outs may result in additional per diem charges. All charges unpaid after the due date will automatically be subject to a late penalty charge established by the University. The University may cancel a signed agreement for the current or forthcoming year for any unpaid charges owed to the University for the current or previous year on a resident's account.

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. Students 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, non-student residents, faculty, staff, and authorized contractors. A resident's privilege to have guests is subject to the following limitations: a) 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 student's room when the student is not present. A resident may not give the guest a room key or University ID to enter residences. The resident must accompany the guest inside the building. e) the actions of the guest are the responsibility of the resident. 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/DAMAGE

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 arrange for insurance coverage of property brought on campus.

Any 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.

10. SOLICITATION/PEDDLING

The room(s) shall be used only for study and living purposes. Soliciting and peddling in the residences are prohibited.

11. PETS

The presence of pets in residence is prohibited except for fish if they can be kept in an aquarium not larger than twenty gallons.

12. 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.

The possession or use of illegal drugs or drug paraphernalia is prohibited.

13. FIREARMS/DANGEROUS WEAPONS

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

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.

This document is available on our website: <http://www.upenn.edu/housing/>