

## TERMS AND CONDITIONS OF OCCUPANCY OF VILLANOVA UNIVERSITY FACILITIES

1. Occupants, and occupant groups, are responsible for the care and condition of the assigned meeting facilities and residences covered by this agreement, including, but not limited to, equipment, walls, floors, carpets, furniture, etc. Facilities must be left in move-in condition upon departure. The occupant or occupant group agrees to pay the cost of repairs for any damages and the cost of any extraordinary cleaning or furniture moving needed to return the residence or other meeting facility to its move-in condition. The need for and the costs of such are within the sole discretion of the University.
2. The University reserves the right to enter rooms without prior permission from occupants if it has reason to suspect that an emergency situation exists, or that violations of University policy are occurring (or may have occurred), to locate persons or missing property, to conduct non-invasive maintenance activity, and to do non-invasive health, safety and maintenance checks and repairs. After knocking and waiting a reasonable period of time, a University staff member may make entry at this time. If an Occupant is not present when entry is made, a note may be left indicating the person or persons entering and reasons for doing so.
3. Except to the extent resulting from the gross negligence or intentional misconduct of University or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable, the University is not responsible or liable for the loss of, or damage to, any property of the occupant/group, or for personal injuries sustained by the occupant while in or resulting from occupancy of a residence or other University facility. The University recommends that individuals carry appropriate insurance.
4. The University does not permit the use of its facilities for any commercial purposes without prior approval.
5. All animals, except animals trained to aid people with disabilities, are prohibited in all campus buildings.
6. No personal heating, air-conditioning or cooking apparatus shall be allowed in University facilities. Portable box fans are permitted. Occupants who are assigned to apartments may provide other small cooking appliances for personal use as long as they are UL approved, have self-contained heating units, and are approved by a University Office of Conference Services full-time administrator.
7. All occupants and their guests must abide by applicable University policies, Pennsylvania laws, and Federal laws including, but not limited to those dealing with fire safety, alcoholic beverages (if age 21, in assigned housing and approved event rooms only), narcotics, drugs, and weapons. In particular, occupants must abide by the University's Code of Conduct and Residence Life Office policies as set out in the Villanova University Student Handbook (<http://www.villanova.edu/studentlife/assets/documents/dean/pdf/studenthandbook.pdf>) and any other policies specific to the program in which they are participating. Occupants are responsible for the proper disposal of waste. Villanova recycles mixed paper, cans & glass, and plastic bottles.
8. Smoking is strictly forbidden in all of the public areas of campus, including classroom/administrative buildings and activity space. **Smoking is not permitted anywhere inside of all campus residential buildings.**
9. It is understood that use of campus housing and meeting facilities will occur at the same time other University guest groups are present, and that any guest activity must not disturb others anywhere on campus. Youth under age 18 must be supervised at all times.
10. Occupants are responsible for using their Wildcard, key or lock combination in a manner that does not jeopardize the safety or security of individuals or property. **A lost key or compromised lock combination should be reported immediately to the Office of Conference Services.** There is a \$65.00 fee for a lost key due to the costs associated with a required lock change and key production. A \$25.00 fee for a door lock combination change will be billed. Wildcards are disposable and do not need to be returned at the end of your stay. However, there will be a \$10.00 replacement fee if a Wildcard is lost during your stay and a replacement card is issued.
11. Male and female occupants could be housed on the same floor of a residence hall/apartment building but will be provided separate sleeping accommodations and bathroom facilities. Shared rooms or apartments are reserved for married couples or occupants of the same sex.
12. Individuals staying in a residence for one or more nights must be registered and paying guests. Arrangements for guests may be made by contacting the University Office of Conference Services, 610-519-7790.
13. The University will provide staff on duty who can be contacted for assistance or emergencies. Public Safety phone: 610-519-5800 or X95800.
14. This Occupancy Agreement shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest in or lien on real estate. Subject to the terms of the License Agreement, the University may revoke the license of any occupant that the University considers disruptive or otherwise considers detrimental to the residence population or University community. Subject to the University's right of revocation, the occupant agrees that this agreement shall remain in force for the full term of the occupancy.
15. Any occupant incident where there is physical threat or destructive action may result in removal or reassignment of involved occupant(s) per the University's discretion. An occupant who is removed from University housing must remove all belongings, return the key, and vacate within 24 hours of the action. If the occupant fails to vacate within 24 hours, the University may take possession of the assigned space, remove and dispose of the occupant's belongings at the occupant's risk and expense, change the locks to the premises, and charge all costs associated with this change to the occupant. An escort will accompany the dismissed occupant if necessitated by his/her conduct.
16. The University reserves the right:
  - a) To levy and collect charges for damages to, unauthorized use of, or alterations to residences, equipment or buildings, and for extraordinary cleaning necessitated by improper use of its facilities;
  - b) To reassign occupants to other accommodations on campus;
  - c) To bar any occupant from the campus and the residences if, in the sole opinion of the University, the individual's conduct is injurious or potentially injurious to the University, or members of the University community or guests;
  - d) To retain any payment made by, or on behalf of, any occupant barred from the campus or residences;
  - e) To terminate the reservation of any occupant or occupant group if, in the sole opinion of the University, unforeseen events make it inadvisable or illegal or impossible to provide the required facilities;
17. The University shall not be held liable for any delays or failures to provide rooms, meeting space or other facilities fit for occupancy or any other delays or failures in performance, in whole or in part, if such delay or nonperformance is due, directly or indirectly (e.g., through the prior or concurrent displacement and need for rescheduling of academic, research or administrative functions) to any cause beyond Licensor's reasonable control, including, but not limited to, destruction of or damage to such space, acts of God, war, riot, terrorism, civil disturbance, fire, floods, environmental calamity or risk, inclement weather, strikes, lock-outs, labor disputes, pandemics, epidemics or other outbreaks of diseases or other infections, failures in public supply of electricity, heating, lighting, air conditioning or public telecommunications equipment, or other such events, disturbances or conditions.