1. **Terms of Occupancy**
   This agreement is for space in a University of Pennsylvania (University) residence (not a particular room or bed). It remains in effect in the event of a room change. These Terms and Conditions (“Terms”) incorporate by reference the Residential Policies and Procedures, as well as all other regulations, policies and procedures published by the University. These documents, together, constitute the agreement between the resident and the University. Residents are responsible for knowing and adhering to these Terms and Conditions for University Housing, the Residential Policies and Procedures, as well as all policies and procedures published by Residential Services, College Houses, and the University. Residents are expected to conduct themselves in a manner that demonstrates due regard for other residents and guests. The University may take disciplinary action against a resident and/or terminate their room assignment for failure to comply with these Terms.

2. **Use**
The space is to be used only as a residence. No business, storage of inventory or other non-residential use of space is permitted.

3. **Communication**
Residential Services uses email to communicate to residents regarding housing matters. Residents are responsible for checking their Penn email account on a daily basis.

4. **Occupancy Periods**
The Occupancy Period begins on the move-in date in effect for the resident, when the resident checks in, or when he/she moves possessions into the room, whichever comes first. The Occupancy Period ends 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 Residential Services / Office of College Houses and Academic Services communications and websites (http://cms.business-services.upenn.edu/residential-services/applications-a-assignments/occupancy-dates.html).

5. **Cancellation Prior to Occupancy**
Freshmen, newly enrolled transfer students, and exchange students are required to live in housing and cannot cancel or terminate a housing assignment unless the student is no longer attending the University.

   Upperclass and graduate students may cancel **prior to picking up keys or occupying a residence**. The cancellation must be submitted via Campus Express, MyHomeAtPenn, or in writing by the student to the Assignments Office at bsd-living@pobox.upenn.edu. The student will be subject to charges as indicated below, the amount of which is determined by the date notice is received by the Assignments Office. These charges apply to all students including those who cancel due to leave of absence or withdrawal:

   **For Fall Semester:**
   - Prior to April 15: $400
   - April 15 to June 15: $800
   - June 16 to August 21*: $1200

   *Residents of Sansom Place remaining in continuous residence cannot cancel this agreement after June 30, 2017.

   No cancellations will be accepted after August 21.

   Assigned housing for students failing to check-in and occupy their room by August 29, 2017, or failing to make arrangements for late occupancy, will be cancelled and the student will remain responsible for Fall Semester’s rent (through December 31 for graduate students).

   Students cancelling to participate in a study abroad or Washington Semester program will not be charged a cancellation fee if they cancel by the last day of spring semester classes or within one week of acceptance into the program.

   **For Spring Semester:**
   - Prior to the first day of classes: $800.00

   Assigned housing for students failing to check in and occupy their room by the first day of class or failing to make arrangements for late occupancy will be cancelled and the student will remain responsible for Spring Semester’s rent (through May 31 for graduate students).

6. **Early Termination**
After a resident has either taken occupancy, checked in or activated door access, the financial obligation cannot be cancelled by the resident. A resident may request and be granted Early Termination, but only for the following reasons and under the circumstances stated. In all cases the request will not be approved until verification is received from the student’s school.

   a. Graduation from this University (course work completion is not necessarily grounds for Early Termination). A resident who requests Early Termination for this reason:
      1) must complete an official Request for Early Termination, vacate the room, and check out at the Information Center by the last day of the semester (December 31 and May 31 for graduate residents of Sansom Place).
      2) is responsible for rent until the end of the semester during which Early Termination is requested (December 31 and May 31 for
graduate residents of Sansom Place). If official notification of graduation is received after the end of the semester, termination is effective as of the date on which all of the following have occurred: (i) notice is received by the Assignments Office and (ii) the resident has officially checked out at the Information Center.

b. Leave of absence/withdrawal: A resident who leaves the University must complete an official Request for Early Termination. The resident must vacate and check out at the Information Center within 48 hours after the date leave or withdrawal is established by the University. Termination is not effective until all of these conditions are met. Residents vacating for leave of absence or withdrawal will be charged $100 for termination and their rent will be prorated on a per diem basis for the balance of the semester based on the effective termination date. However, no refunds will be made after the tenth week of classes of each semester.

c. Study Abroad/Washington Semester: A resident who requests early termination to participate in a study abroad program or the Washington Semester program in the spring must complete an official Request for Early Termination by November 10 or within one week of being accepted into a program. Failure to apply for Early Termination by the deadline will result in a $100 cancellation fee. The resident must vacate the room and check out at the Information Center by the last day of fall semester.

7. Cancellation by the University
The University reserves the right to terminate an assignment and repossess the room(s) for failure to pay University fees, for violation of University, College House, or Residential Services policy, when a resident is no longer a registered Penn student, or when cancellation is necessary in the interest of health, safety, or the administration of the University’s residence program.

8. Eligibility for Housing
Only full-time registered students regularly enrolled in a degree program at the University who are in good financial and disciplinary standing may occupy a room(s). Graduate students residing in Sansom Place may share their one bedroom apartment with a spouse or partner 18 years of age or older. 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.

9. Assignments
The resident agrees to occupy the space assigned and not permit any part of that space to be occupied by another person who has not been assigned to the space by Residential Services.

The University reserves the right to change the capacity of the room(s) permanently or temporarily. Students may request reassignment to another room; however, reassignment is subject to availability, schedule, and authorization by the Assignments Office. The University cannot guarantee that a student will be reassigned to other housing.

The University reserves the right to assign students to different rooms if such reassignment or termination is necessary or advisable in the interest of health, safety, consolidation of resources, or the administration of the University’s residence program.

10. Vacancies
If for any reason a vacancy occurs in a multiple occupancy unit, the remaining residents of the unit will accept a roommate 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, additional rent, and/or termination of their assignment. If the residents fail to make room for new occupants, staff may consolidate or pack possessions and assess charges.

11. Accommodations
All student accommodation requests must be approved by the Office of Student Disabilities Services. The requestor must provide the University reasonable notice to review the request and prepare approved accommodations.

12. 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 and leave the room(s) clean and furnished with original furnishings. 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 of the room or apartment. Failure to move-out and formally check-out by the assigned move-out date and time will result in a daily financial cost, plus daily rental fees and possible eviction. Belongings left behind upon move-out or expiration of the occupancy period will be considered abandoned and will be disposed of by the University with no liability.

Early arrival and late check-out may result in additional charges.

13. Charges
All due dates for charges are set by the Office of Student Financial Services. All charges unpaid after the due date will automatically be subject to a late charge established by the University. Any dispute of charges must be made in writing within 90 days after the charge is posted. The University may cancel an assignment for the current or forthcoming year if the resident owes any unpaid charges to the University for the current or previous year as shown on a resident’s account.
14. **Room Entry**
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.

15. **Residence Access**
Access to residences is limited to University students, non-student residents, faculty, staff, authorized guests and authorized contractors.

16. **Loss/Theft**
The University shall not be liable for any damages to or loss of personal property in the room(s), common areas, outdoor areas, storage facilities, or mailboxes assigned. Students are strongly advised to purchase insurance coverage for their personal belongings.

17. **Room Alterations and Damages**
Alterations to the room including its walls, floor, ceiling, doors, wiring and furnishings are prohibited. Students are responsible for the cost of repairing damage to the room(s) and building in case of fire, smoke, etc., if caused by a violation of residential policies. Repair charges will be assessed to the resident’s bursar bill.

18. **Pets**
The presence of pets in a residence is prohibited except for fish that can humanely be kept in an aquarium not larger than twenty gallons.

19. **Right to Amend**
The University reserves the right to issue reasonable amendments to these Terms and may from time to time issue regulations concerning housing. The resident agrees to be bound by such changes. Terms and Conditions are available on our website: http://www.upenn.edu/housing/.

20. **Smoking**
Smoking is not permitted in University residences.

For questions regarding these Terms and Conditions, please contact the Department of Residential Services, bsd-living@pobox.upenn.edu, 215-898-3547.

Created November, 2014
Edited November 2016