

STUDENT HOUSING CONTRACT – TERMS AND CONDITIONS
ACADEMIC YEAR 2012-2013

1. Request for Assignment to a Room in the Residence Facilities; Contract to Pay Applicable Room Rate Charges. I request assignment to a Le Moyne College ("College") residence room for the full academic year 2012-2013 upon the following terms and conditions. My occupancy of the room to which I am assigned shall begin on the date of the assigned Residence Facility's opening (August 23, 2012 for new students; August 26, 2012 for returning students) and shall terminate on May 14, 2013 at 8:00 p.m. (or May 19, 2013 if I will be graduating in May of 2013). I agree to pay one of the room rates designated by the College, depending upon the residence facility to which I am assigned. I will pay 50% of the total applicable room cost prior to the beginning of the Fall Semester (first semester) and the remaining 50% prior to the beginning of the Spring Semester (second semester), at the places and dates established by the College for such payments. Except as otherwise provided in this Contract, I will be responsible and liable for the payment of room charges for both semesters of the College's academic year. If I enter a College residence following the beginning of the Fall Semester, I will pay room charges calculated on a prorated basis from the date of entry to the end of the full academic year.

2. The Assigned Room is For My Use Only; Nature of Occupancy and Restrictions on Transfer. I agree that the College's residence room assigned to me is for my use only, and that I will use it as a place of residence only. I understand and agree that this Contract does not create or constitute an interest or right in real property, and that this Contract can be terminated at any time by the College for due cause. I further understand and agree that I am not permitted to assign or otherwise transfer my right of occupancy created by this Contract or any portion of my assigned room space to any other person.

3. Room Rates. I agree to pay the applicable room rate for the residence facility to which I am assigned. In all residence facilities, utilities are to be furnished subject to load limits and availability. The College may charge me for any extraordinary or unreasonable use of utilities. The College shall not be liable for any interruption of utility service unless caused by the gross negligence of the College.

4. Room Assignments. Room assignments shall be made by the College at its sole discretion, and its use of Lottery, preference, seniority or other systems or procedures for making room assignments may be changed or limited as the College sees fit at its sole discretion. The College shall have the right to reassign rooms and to take all other steps necessary and advisable in the interest of health, safety and the efficient conduct of its residence facilities system. If I am reassigned to a room having a different room rate, I will be charged or refunded appropriately, with the additional charge or refund to be calculated on a prorated basis depending upon the number of complete weeks remaining in the semester during which reassignment occurs. If a vacancy in my room should occur, I and all other remaining occupants will accept whatever roommate may be assigned by the College in accordance with its established procedures. I also agree to abide by the

room consolidation policy as outlined in the 2012-2013 Le Moyne College Student Handbook. An authorized room transfer to Le Moyne Heights, Le Moyne View, or the Townhouses shall entitle me to a prorated refund of my meal plan charges, should I elect to discontinue the meal plan I have selected. The refund will be based upon the number of complete weeks remaining in the semester during which the authorized room transfer occurs.

5. Definition of Complete Week. For all purposes of this Contract, a complete week shall run from Sunday through Saturday.

6. Withdrawal After the Beginning of Occupancy. If I desire to withdraw from this Contract during a semester (or between semesters if I have missed the deadline described in paragraph 7), I must first contact the College's Campus Life and Leadership Office to receive permission to withdraw. Withdrawal will be permitted only upon the following grounds: marriage, leave of absence, or other reason authorized by the College. In the case of a withdrawal for which the College's permission has been obtained, this Contract will be terminated and I will be entitled to a prorated refund for meal plan charges, based upon the number of complete weeks which remain in the semester after I have presented my Le Moyne College identification card and my room key to the Campus Life and Leadership Office. If I withdraw without the prior permission of the College, I shall not be entitled to any meal plan refund. Whether or not I receive permission to withdraw from the College, I shall not be entitled to any refund for the cost of my assigned room for the semester during which withdrawal occurs (or for the Spring Semester in the cases of a withdrawal between semesters if I have missed the deadline described in paragraph 7). If the withdrawal occurs in connection with a relocation to non-College housing under circumstances where I remain enrolled at the College following the move (an "Off-Campus Move"), I will also be responsible for paying a contract termination fee (contract breakage fee) of 25% of the total academic year's housing cost. The time of payment of any refunds authorized under this paragraph shall be made in accordance with the College's then prevailing policies. Notwithstanding any of the foregoing, the College may in its sole, unfettered discretion, permit me to withdraw from this Contract at any time upon financial consequences different than those described above, including but not limited to instances where a major change occurs in my medical condition or personal situation and this change is documented and deemed to be a case of extreme hardship by the College and the Campus Life and Leadership Office.

7. Withdrawal Between Semesters. Requests to break this Contract for the Spring Semester must be justified in writing and received by the Associate Director of Campus Life and Leadership no later than December 14, 2012. Such requests may be granted or denied by the Associate Director in his or her sole discretion. If permission to terminate this Contract is granted for an Off-Campus Move, I will pay a contract termination fee (contract breakage fee) of 25% of the total academic year's housing costs.

8. Termination of Contract; Vacating the Residence Facility. This Contract will be terminated, and I will vacate my residence facility room with all of my personal belongings and deliver my room key to the Campus Life and Leadership Office within 24 hours after I cease to be a registered student at the College or by the date and time set forth in paragraph 1 for the termination of my occupancy of the room (either May 14, 2013 or May 19, 2013 if I will be graduating in 2013

whichever occurs first). If I fail to vacate my room by the specified time, the College shall have the right, in the manner and to the extent permitted by law, to immediately re-enter and re-possess the room assigned to me and remove all my remaining personal belongings from the room and dispose of them in any reasonable fashion without any liability therefore. The room assigned to me must be vacated in the same order, condition and repair as that which existed as of the time I took occupancy of the room, reasonable wear and tear excepted. I agree that if I do not obtain a key and occupy my assigned room by the first day of classes of each semester, the College shall have the right to terminate this Contract if it so chooses and assign my room to another student without prior notice to me. Such a termination will be treated as a withdrawal without permission for purposes of determining refunds and charges under this Contract. **I FURTHER RECOGNIZE AND AGREE THAT ALL RESIDENCE FACILITIES WILL BE CLOSED DURING THANKSGIVING BREAK (from 8:00p.m. on Nov. 20 through 12:00 p.m. on Nov. 25), BETWEEN SEMESTERS (from 8:00p.m. on Dec. 14 through 12:00 p.m. on Jan. 21) AND DURING SPRING BREAK (from 8:00p.m. on Mar. 1 through 12:00p.m. on Mar. 10) AND THAT I MUST FIND OTHER LIVING ARRANGEMENTS DURING THESE PERIODS. I AGREE TO VACATE MY ASSIGNED ROOM PRIOR TO THESE RECESS PERIODS, AND TO NOT RE-ENTER THE ASSIGNED ROOM BEFORE THE RETURN DATE, AS SET FORTH ABOVE.**

9. Responsibility for Damage; Damage Deposit. I shall take good care of my assigned room and all College property in it. I shall be personally responsible for any and all damage to the room assigned to me or to any College property (including furnishings and equipment) in my room, reasonable wear and tear excepted, unless the damage is conclusively shown to have been caused by another identified person or by the College. I also shall be personally responsible for any damage I cause to other areas in or about the College's residence facilities. The cost of any damage I cause, and appropriate fines, will be assessed directly to me. I shall be personally responsible for any and all damage caused by the intentional or negligent act or omission of my guests or invitees, including but not limited to damage to my assigned room, any College property in it, or other areas in or about the College's residence facilities. I also realize that all damage caused in the residence facility where I reside, which can not be attributed to specific individuals, will be determined "common area damage." The cost of the common area damage will be divided by the number of residents in the facility and each resident will pay a portion. I agree to verify a room condition report upon picking up the key to my room. If I fail to verify this form, the Campus Life and Leadership Office will be entitled to assume that my room and all College property (including furnishings and equipment) in the room are in good condition as of the date I take occupancy of the room. Prior to taking occupancy of my assigned room, I will pay a damage deposit in an amount to be determined by the College. The College may deduct from my damage deposit all costs and expenses incurred in repairing any damage caused by me or my guests or invitees, or for which I am otherwise responsible pursuant to this Contract. If any portion of my damage deposit is used toward the repair of damage, I will promptly deposit with the College whatever additional funds are required to restore my damage deposit to its original level. If my damage deposit is insufficient to cover the costs of repairing the damage, I will pay any shortfall to the College on demand. Any unused damage deposit will be returned to me within a reasonable time after I leave the College's residence facilities system.

10. Personal Injury; Property Loss or Damage. The College shall not be liable for any

personal injuries sustained by me or by any of my guests or invitees in or about my room or other areas in or about the College's residence facilities, or for any loss of, damage to or theft of my personal belongings or those of my guests or invitees, resulting from any cause whatsoever unless the injury, loss, damage or theft is caused by the intentional or grossly negligent act or omission of the College or its employees. I recognize and agree that all my personal belongings, whether kept in my room, any storage area or elsewhere on the College campus, shall be kept at my sole risk and that, subject to the preceding sentence, the College shall not be liable for any loss of, or damage to, my personal belongings. Accordingly, the College strongly recommends that I obtain appropriate insurance coverage sufficient to cover loss, damage or theft of my personal belongings.

11. Applicable Laws, Codes and Ordinances. I shall comply, and cause all of my guests or invitees to comply, with all applicable governmental laws, codes, ordinances, rules and regulations relating to the use and occupancy of the College's residence facilities.

12. Rules and Regulations. I agree to abide by and strictly comply, and to cause my guests and invitees to abide by and strictly comply, with all College rules, regulations, procedures and dates governing the College's residence facilities including, but not limited to, those contained in the Le Moyne College Student Handbook, and all other official information publications distributed from time to time by the College. Among other matters, these rules, regulations, procedures and dates deal with eligibility requirements for the College's residence facilities and the day-to-day use and occupancy of the residence facilities. This includes, without limitation, the College's academic requirement that currently registered, matriculated undergraduate students are eligible to reside in College housing. All existing information publications, together with any future revisions thereto, and all future official publications, are incorporated by reference into this Contract as if fully set forth in this Contract.

13. Right of Entry. The College shall have the right to enter my assigned room from time to time to make inspections, perform repairs and maintenance, and do all other things necessary and advisable in the interest of health, safety and the efficient conduct of its residence facilities system. Prior notice of entry is not required.

14. Nondiscrimination. The College does not discriminate on the grounds of race, color, creed, national origin, ethnic identification, gender, sexual orientation, marital status, age or disability in any of its policies or practices, but reserves the right to assign separate residence facility accommodations for female and male students.

15. When Notice to the College is Required. In addition to notices otherwise required under this Contract, I shall notify the Campus Life and Leadership Office staff immediately in the event of any fire or other damage to my assigned room, or if I lose my keys to my room, or if any repairs are needed to be made to either the room, College owned furniture or other College property.

16. Termination of Occupancy. In addition to the other provisions of this Contract relating to termination, the College may immediately terminate my occupancy upon whatever notice (if any) that may be required by law if I fail to pay any room or meal plan charges when due or if I

fail to comply with any other term or condition of this Contract or any College rule or regulation whether or not referred to or incorporated in this Contract. Students dismissed/suspended from College residence facilities due to conduct violations are not eligible for a housing refund.

17. Rights of Others. I agree to behave in a manner which acknowledges the interpersonal compromises required by a residence facility living situation and I will therefore respect and consider the rights of others in the College's residence facilities. This shall include avoiding excessive noise and observing reasonable hours of quiet for sleep and study. I am expected to act in a mature fashion at all times, and I recognize that failure to act accordingly will have an adverse effect on both the residence facilities system and other students living in the residence facilities and may result in termination of my occupancy of the residence facilities.

18. Safety Considerations. I acknowledge that the safety and security of both persons and property in the College's residence facilities shall be furthered by my participation in both individual and group security procedures as may be provided or developed during the academic year. I agree to participate in the College's security monitoring system and to abide by and maintain any entrance control system set up to enhance the safety and security of residence facilities occupants.

19. Additional Remedies. In addition to all other rights and remedies afforded to the College under this Contract or applicable law, the College may suspend or dismiss me if I fail to perform my obligations under this Contract, may prohibit me from registering (either currently or at any future time) and from attending classes, and may withhold grades, transcripts or degrees.

20. Changes; No Waiver. The College's exercise of, or failure to exercise, any right or remedy under this Contract shall not be considered a waiver of any other right or remedy or of the College's right to exercise that or any other right or remedy in the future. Any change to this Contract must be in writing and signed on behalf of the College to be effective. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.