



ARCADIA UNIVERSITY
FACULTY, STAFF, AND VISITOR CAMPUS HOUSING AGREEMENT

This agreement is made by and between **Arcadia University** ("University") as Licensor and the undersigned as Licensee who is an employee, staff, faculty, or related visitor for the use of University property as a residence ("Campus Housing" or the "Premises"). Together, Licensor and Licensee may be referred to as the "Parties". This agreement is a revocable contract; the University reserves the right, in its sole discretion and at any time, to terminate or suspend the Licensee's assignment to or ability to occupy University housing. The Parties understand and agree that, even if housing fees are charged, it is not the Parties' intention to create a landlord-tenant relationship and this agreement is not subject to Pennsylvania landlord-tenant laws. The Parties' intention is to provide the undersigned with a license to use the Premises subject to the specific terms and conditions set out herein.

This agreement shall be effective on _____. Licensee may begin to occupy Apartment at _____, PA 19038 ("*Campus Housing*") effective that date.

The Parties agree to the following:

1. Security Deposit

Licensee shall not have any required deposit with University. Licensee may be responsible for any damage to the property above general wear and tear, caused by the Licensee's use or the disposal of abandoned property upon termination of this Agreement.

2. Occupants

Unless otherwise approved in writing, Licensee will be the sole resident of Campus Housing. The University maintains residential property to further its academic mission and outside guests should be limited. All guests must comply with all University Policies and the Housing Rules and Regulations. If additional occupants are approved, they must be listed here:

_____.

3. Other Licensee Agreements

Licensee agrees:

- a. To accept Campus Housing in "as is" condition.
- b. To use all electrical, plumbing, sanitary, heating, ventilation, appliances and other amenities in a reasonable manner.

- c. To comply with the Housing Rules and Regulations and all other Arcadia policies and rules during the Licensee's occupancy of the Premises.
- d. Not to sublicense, assign or otherwise transfer this Agreement or any part thereof, nor permit any other person not listed in Section 2 hereof to reside in the Campus Housing.
- e. Not to make any alterations to the Campus Housing, including painting the interior of the Premises.
- f. To report any maintenance issues to Facilities immediately after discovery or the occurrence of such maintenance issue.
- g. To understand that University may need access to property in emergencies and for work orders, routine maintenance, inspections, repairs, and other reasonable purposes. If University needs access in non-emergency situations, reasonable notice will be attempted if practicable.
- h. Not to participate in any illegal activities nor permit any other Occupant or guest to participate in any illegal activities. No drugs, drug paraphernalia, or any illegal items are allowed. Occupants must comply with the Legal Use of Alcohol on Campus and all other rules and regulations.
- i. To refrain from smoking in any building or near other people. Smoking is prohibited in Campus Housing. Smoking is only permitted outside twenty (20) feet from any building and away from other people.
- j. To release and hold University harmless for any harm to people or property in the Premises caused by fire, rain, snow, any other natural disaster, collapse, or plumbing leaks, unless such harm is a direct result of University's gross negligence or willful misconduct.
- k. To vacate the Premises on or before _____. University will inspect the Premises within a reasonable time to check for excessive cleaning needs and/or damages to be charged to Licensee or, if approved, to the Arcadia University host department.
- l. That this agreement may be modified based upon University's needs and discontinued if financial restraints such as a foreclosure sale occurs.
- m. That if a key or conference card is lost, a new key or conference card may be obtained from the Facilities Department. The charge for each lost key or key not returned at the termination of this agreement is \$100. This represents actual cost of labor and parts for re-keying the Campus Housing. The charge for each lost conference card or conference card not returned at the termination of this agreement is \$25.

4. Term, Reassignment of Housing or Termination of Agreement

This agreement begins on the date listed above and shall remain in effect until _____ unless terminated for any of the reasons discussed below. This Agreement is not renewable except by separate writing between the Parties.

Licensee understands and agrees that the University shall have the right to terminate this Agreement and substitute the Campus Housing, including relocating the Licensee and the Occupants listed in Section 2 hereof upon reasonable notice prior to terminating this Agreement to provide Licensee reasonable time to vacate the Campus Housing. In these situations, the University will attempt to locate other Campus Housing, but is not obligated to maintain any housing agreement.

The University may terminate this agreement at any time in the event of a breach of the terms of this Agreement or if employment or the working arrangement with the University is terminated.

Upon expiration or earlier termination of this Agreement as set forth herein, the Licensee shall vacate the Premises in compliance with the terms, conditions and procedures set forth in this Agreement, the Housing rules and regulations, and any other campus guidelines. This includes but is not limited to (a) removal of all personal property belonging to the Licensee, (b) leaving no unwanted furniture or other personal property in or around the Campus Housing, (c) restoring the Campus Housing to the condition as delivered to Licensee (including cleaning all stoves and refrigerators and other appliances), and (d) returning all keys and conference cards to the Arcadia University host department or Public Safety promptly upon vacating the Premises.

Licensee agrees that Licensee is liable for (i) damage done to the Campus Housing beyond normal wear and tear, (ii) cleaning and personal property removal and disposal; and (iii) lost keys and conference cards to the Campus Housing for which Licensee were responsible.

Except as set forth herein, the Parties agree that this Agreement does not grant or entitle the Licensee or any other resident to any legal right to possession of the Campus Housing as a lessee, tenant, or in any other similar capacity. Further, the Parties agree that this Agreement does not grant any ownership interest in the Campus Housing or in any fixtures, improvements, or other property of the University located therein to the Licensee.

5. Utilities

Charges for utilities will be paid by the party indicated in the table below.

	Licensee	University
Electric		
Natural Gas		
Water		
Sewer		

6. Recommended Renters Insurance and General Liability Insurance

The University does not assume any obligation or liability for loss or damage to items of personal property, which may occur in its Premises, other buildings, or on its grounds, before, during or after the Term of this License. This includes but is not limited to damage, loss, fire, water damage, theft, flooding, etc. Licensee is strongly encouraged to obtain renters insurance for their personal property.

Licensee also acknowledges that the University shall not be liable for personal injury or property damage or loss suffered by the Licensee or invitee of Licensee in or around the Campus Housing or any Arcadia University property that is caused by the Licensee's or invitee's of the Licensee negligence or other misconduct. Licensee is strongly encouraged to obtain general liability insurance that can be obtained as part of a renters' insurance policy or standalone policy.

7. Indemnification

Subject to provisions of applicable law, University shall not be liable for any personal injury or property damage or loss suffered by Licensee, by any invitee of Licensee, in the Campus Housing, including, without limitation, any liability for property which shall be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, theft, etc., while on the Premises, unless caused by University's gross negligence or by the gross negligence of anyone for whose conduct University is responsible.

Licensee shall indemnify and save University and its trustees, officers, and employees harmless from all liability, loss, or damage arising from or based upon any act or omission, carelessness, neglect, or improper conduct committed on the Campus Housing by Licensee, or by anyone for whose conduct Licensee is responsible, including any Occupant listed in Section 2 hereof or any of Licensee's invitees. By their signature, the Licensee and University acknowledge that they have read this Agreement and all terms and conditions have been explained to their satisfaction.

8. Housing Fees.

The Licensee [will or will not] be responsible for monthly housing fees. Housing Fees are currently \$.00 per month. If responsible, Licensee agrees to pay the University, no later than the first of each month. The Licensee's account will be delinquent after the fifth calendar day of the month. In the event that payment has not been made by 11:59 p.m. on the fifth calendar day of the month, a late charge of 5% of the outstanding balance will be assessed. In the event that payment has not been made by the tenth calendar day of the month, the account may be forwarded for collection. Non-payment [will result or may result] in termination of this Agreement.

If housing fees are not paid by the occupant, and is provided as an employee benefit or paid by a hosting department, it may be taxable as income to the Licensee unless it is included in the job description and Licensee is required to live on campus. **[DELETE THE FOLLOWING SENTENCES IF JOB REQUIREMENT]** The Parties acknowledge that Licensee is not required to live in Campus Housing as a requirement for a working arrangement or employment. Licensee shall be responsible for the payment of any federal, state, and local taxes related to this housing benefit. The value of the housing benefit per year will be reported by the University on the

Licensee's W-2 annually. The current assessed value of the housing benefit is the monthly fair market value of the Premises, or \$_____.00 per month, which sum shall be increased as the fair market value of the Premises increases over time.

9. Commercial Enterprise: Licensee may not conduct any outside activity for business or financial gain from the Premises or any University Property.

10. Sales, Solicitation, and Peddling: Sales, solicitation, and peddling are prohibited within the Premises and all University residential areas.

11. Criminal Conviction or Protective Order: If Licensee or any resident of the Premises is arrested and/or convicted of any felony or any crime requiring registration on the Sex Offender or Crimes Against Minors Registry (SOR), or if Licensee or any resident of the Premises becomes subject to a protective order at any time during the Term of this License, Licensee is required within seventy-two (72) hours of the arrest and/or conviction or entry of the protective order to notify Public Safety in writing. The University reserves the right to cancel this License if, in the sole judgment of the University, Licensee or any other resident who is Licensee's family member, dependent, qualified adult inhabitant, or invited guest may pose a threat of substantial harm to persons or to University property or if the University determines that this License was granted on the basis of inaccurate or incomplete information.

12. Entire Agreement

This agreement and the attached Rules and Regulations represent the final and complete agreement between the Parties. No oral agreements are binding.

University	Licensee
_____ Signature	_____ Signature
_____ Joan Singleton Printed Name	_____ Printed Name
_____ Date	_____ Date

1. *Return the original to Auxiliary Services.*
2. *Retain a copy for Licensee's records.*

Approved as to Legal Form by the Office of General Counsel

By:
Date: February 15, 2023