

SANSOM PLACE GUEST ACCOMMODATIONS

2008-2009 OCCUPANCY AGREEMENT

1. TERMS OF OCCUPANCY

This agreement is for space in residence (not a particular room or bed), and 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 the PennBook, University Policies and Procedures, Residential Handbook, Pennvorns, letters, bulletins, etc., 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 at noon on the move-out date in effect for such resident. The move-in and move-out dates for residents are set forth in detail on the application and such dates shall be deemed incorporated in this agreement. Failure to move out within the prescribed period will result in a \$100 per day fine and possible eviction, in which case the University will not be responsible for resident belongings and reserves the right to confiscate/dispose of such belongings.

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 Conference Services Office by the guest and will be subject to charges (as indicated below), the amount of, which is determined by the date on which the Conference Services Office (postmarks are not considered) receives written notice. These charges apply to all guests.

21 days prior to scheduled move-in date	\$150.00
No show or cancel on scheduled move-in date	\$325.00

- b. After a resident has either taken occupancy or picked up keys, 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 Conference Services with official school notice of graduation.
 - ii) Must vacate the room and turn in keys by 12 noon on the last day of the session.
 - iii) Is responsible for rent until the end of the session. If official notification of graduation is received after the end of the session, termination is effective as of the date on which such notice is received by Conference Services and keys have been received at the reception desk.
2. Leave of absence/withdrawal: A resident who leaves the University must terminate the occupancy agreement by providing Conference Services with official notification of withdrawal from the school or sponsor. The room must be vacated and left in good order and keys must be returned within 24 hours after the day of leave/withdrawal or by the session's end occupancy date, whichever is sooner. Termination is not effective until all of these conditions are met. Residents will be charged a \$75.00 termination fee plus prorated rent.
- 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 an enrolled Penn student or affiliated with an academic department.

4. ELIGIBILITY FOR RESIDENCE

Unrelated undergraduates of the opposite sex will not be permitted to occupy the same apartment or room. If space is available, part-time students, faculty and staff may be eligible at the discretion of the Director. Residents assume full responsibility for all residential charges and for adherence to all terms and conditions of this agreement, including Housing and Conference Services policies, by all persons living in the unit. Graduate students residing in Sansom Place East or 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. Student residents assume full responsibility for all residential charges and for adherence to all living in the unit. If, in accordance with the terms of this agreement and all applicable University policies and regulations, a graduate student resident elects to occupy his/her room(s) with another adult for two weeks or more, the graduate student resident will be responsible for ensuring that all other person(s) occupying such room(s) are registered with the Department of Housing and Conference Services and that they sign a waiver provided by the Department. Families with children cannot be accommodated. The University of Pennsylvania does not discriminate on the basis of race, sex, sexual orientation, religion, color, national or ethnic origin, age, disability, or status as a Vietnam era Veteran or disabled veteran, in the administration of housing.

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 residents shall accept such roommate as is 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 prior consent. 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. The University reserves the right to assign residents 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 building desk. Before moving out, a resident is required to remove all refuse and discarded materials, leaving the rooms clean. 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.

7. CHARGES

Weekly rent charges for the occupancy periods are listed on the information sheet. Approved early arrival and late check-outs may result in additional charges. Rent is prorated to the full week of occupancy. 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 any unpaid charges owed to the University for the current or previous year on a resident's account. Keys must be returned to Conference Services upon departure. Failure to do so will result in a \$130.00 charge to replace the core locks and keys and a \$15.00 charge for duplicate keys.

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. Residents 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) 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 resident's room when the resident 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. The actions of the guest are the responsibility of the resident.); e) 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. Residents are strongly advised to arrange for insurance coverage of property brought on campus. Residents 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. Removal of common area or common use furniture, equipment, fixtures, or other University property is forbidden. Violators will be fined \$50 per day for each item in their possession.

10. SOLICITATION/PEDDLING

The room(s) shall be used only for study and living purposes and not as a salesroom, office, service area, or for storage of merchandise. Soliciting and peddling in the residences are prohibited, unless approved by the Director.

11. PETS

The presence of pets in residence is prohibited except for birds, fish, and turtles; these are permitted only if they can be kept humanely in a small cage or an aquarium not larger than twenty gallons. Additional regulations are set forth on the policy on pets in University residences.

12. LOCKERS/STORAGE AREAS

The University will not be liable for any items left, damaged, lost, or stolen from storage areas or lockers.

13. ALCOHOL/DRUGS

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. The sale of liquor without a license is prohibited and the Department of Housing and Conference Services does not have a license. A resident is held accountable for what occurs in the room(s) and is therefore expected to comply with state law in the use and distribution of alcohol. 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 reception desk and provide proof of age. The possession or use of illegal drugs or drug paraphernalia is prohibited.

14. SMOKING

All residential buildings are smoke-free. Smoking is prohibited in all areas and outdoors within 20 feet of windows and doors.

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.