

Thomas More University
Housing Agreement Terms and Conditions 2024-2025

On-Campus Living Requirement

All unmarried first-year students, or transfer students not transferring 'x' credit hours or more, who are under the age of 21, or live outside the following counties with parent(s)/legal guardian(s): Boone, Campbell, Kenton (KY), or Hamilton, Clermont (OH) are required to live on-campus for one full academic year.

Terms & Conditions Overview:

The Housing Agreement Terms and Conditions ("Housing Agreement") is a legally binding contract between you (the resident) and Thomas More University ("Thomas More").

When the Housing Agreement is signed, legal and financial obligations are created. Please review the terms and conditions explained below. If you are under the age of 18 years old, you must review this information with your parent(s)/legal guardian(s), and their signature is *required* on the Housing Agreement. To reside in on-campus housing, residents must be enrolled full-time in Thomas More classes. The Housing Agreement is legally binding for the entire academic year, like a lease.

Please note, the Office of Housing & Residence Life reserves the right to change a room assignment whenever necessary. In unusual circumstances, temporary housing assignments may be made. Dates outlined in the Housing Agreement are subject to change should Thomas More change or adjust the academic calendar. Students will be notified should any changes occur.

General Housing Guidelines:

Housing Application

- A non-refundable \$125 housing application fee is to be submitted with any Housing Agreement.
- The housing application can be accessed via MyTMU (students will be notified when the next academic year's housing application becomes available)

Room Reservation

- All residents' room, hall and roommate requests are subject to availability.
- Residents can pick their desired hall and room again subject to availability.

Cancellation Policy

- The following cancellation terms apply:

Cancellation Period:	Cancellation Fee
Prior to August 1 st	Not subject to a cancellation fee.
After August 1 st	Subject to a \$500 cancellation fee

Housing Agreement Duration/Occupancy Dates

- The housing agreement is effective and binding for the full academic year. Fall through Spring, or the time remaining at the time of room assignment.
- Dates for academic year 2024-2025 are as follows: Fall Term (August 17 – December 12, 2024), and Spring Term (January 12 – May 9, 2025).
 - Fall Semester:
 - First Year Student Move-in – Wednesday, August 14, 2024, between 8am – 12pm
 - All Student Move-in – Saturday, August 17, 2024, between 8am – 12pm
 - Winter Break (Residence Halls close) – Friday, December 13, 2024, at 12pm
 - Spring Semester:
 - All Resident Students Move In – Saturday, January 11, 2025, at 9am
 - Summer Break (Residence Halls close) – Friday, May 9, 2025, at 5pm

Occupancy

Where vacancies occur, the Office of Housing & Residence life reserves the right to fill the vacancy through consolidation. Consolidation means: (a) filling vacancies at the discretion of the Office of Housing & Residence Life; (b) residents without a

roommate requesting another roommate, and requesting another roommate, and (c) the Office of Housing & Residence life changing assigned rooms to fill vacant spaces based on need.

Terms & Conditions of the Housing Agreement:

Thomas More University agrees to provide the resident with the use of facilities in Thomas More University housing and the dining halls during the specified time stated above in accordance with Thomas More University's academic calendar. During recess periods such as fall break, Thanksgiving break, Winter break and Spring break, housing and dining services are not provided. Under extenuating circumstances (determined by the Office of Housing & Residence Life), accommodation may be provided during the break periods. An additional cost may be incurred for residents wishing to stay during breaks.

Resident Behavior/Agreement Termination

- Residents are expected to participate in University Housing educational activities and programming designed to enhance the quality of life.
- Residents agree to abide by the rules, policies, and procedures of the University, including the Residence Hall Policy and the Saints Community Standards, as well as federal, state, and local laws. The Saints community standards are available online at <https://www.thomasmore.edu/wp-content/uploads/SAINTS-Community-Standards-2019.pdf> .
- The University reserves the right to reassign or remove any Resident from University Housing with established procedures due to violation of the Saints Community Standards or the Residence Hall Policy.
- Violations of the Saints Community Standards and the Residence Hall Policy, as well as federal, state, or local laws, may be grounds for termination of the Housing Agreement and forfeiture of associated costs.

Medical and Pregnancy

- A resident who is medically compromised as determined by Thomas More University, who is pregnant, or becomes pregnant while occupying on-campus housing must inform the Office of Housing & Residence Life and Health Services in writing and submit appropriate documentation.
- In the case of pregnancy, the resident may remain in campus housing if she follows prenatal care doctor's recommendations. However, the Office of Housing and Residence Life does not permit infants or children to live in or be a guest in on-campus housing.

Enrollment Status/Delinquency of Fees

- All residents residing in Thomas More University housing MUST be enrolled in at least 12 credit hours (i.e., full-time student) and have all housing and dining fees paid.
- Any resident who is not enrolled, delinquent in their housing/dining fees, or who have failed to sign a housing agreement, and/or have not submitted a housing application, will receive notice that they have 3 business days to enroll, pay their fees, apply for housing, or sign the housing agreement or face eviction from Thomas More University housing.

Residence Hall Guests & Overnight Guests

Residential students can have guests and overnight guests during certain times and days of the week. They are as follows:

- Guests (All days of the week):
 - 12pm (noon) - 12am (midnight)
 - Residents are *required* to sign guests in starting at 7pm every night at the front desk of their assigned residence hall
 - Residents must accompany their guest(s) at all times
 - Guests must exit the residence hall(s) each night at midnight, no exceptions
 - If guests do not leave by this time, a member of Housing & Residence Life and/or Campus Safety will escort them out of the building. Residents who fail to continuously follow this policy will be subject to the Student Conduct process and may lose their guest privileges
- Overnight guests:
 - 6pm (Friday) - 6pm (Sunday)
 - Residents are *required* to register their overnight guests no later than 4pm on Thursdays
 - Overnight guest forms are available in the Office of Housing & Residence Life between the hours of 9am – 4pm Monday through Thursday
 - If a resident is discovered to have an unregistered overnight guest, the guest will be escorted out of the residence hall and asked to leave campus
 - The resident will be subject to the Student Conduct process and may lose their guest privileges

Furnishings/Damage Fees

- Residents' rooms are furnished with the appropriate number of beds, mattresses, desks, chairs, and waste baskets.
- Furniture may not be removed without prior approval from the office of Housing & Residence Life.
- Any damages to Thomas More property will be charged to the students bill at the end of the year.

Lost Keys

- Residents are responsible and required to inform Housing & Residence life and Campus Safety if they have lost their residence hall room and/or their mailbox key. Students will be charged to replace the key(s).
 - Room Key = \$100
 - Replacement Student ID = \$25

Access Card/Student ID

- Residents agree not to transfer their access card to any other persons for building access.
- Residents agree to immediately report any lost card to the Office of Housing & Residence Life.
- Once a resident has checked out of housing, they may only re-enter the building as a guest of a current resident.

Right of Privacy & Room Entry

- Thomas More respects residents' right to privacy and will make a reasonable effort to give prior notice for damage, maintenance, or cleanliness inspections.
- Thomas More regards room entry for all stated above as necessary for the health and general welfare of all residents.
- The entry described above is agreed to and authorized by the resident as part of the Housing Agreement.
 - Entry without prior notice occurs only in emergencies to ensure protection of life, limb, and/or property, and upon a Resident's request for maintenance services.
- Entry and inspections of rooms by Thomas More or law enforcement officials to discover violations of the Saints Community Standards, Residence Hall Policy, or federal, state, and local law.

Policies Regarding Residence Living

Check-in and Check-out Procedures

Specific check-in information will be provided to students prior to move-in day. If a student needs to move in *after* the stated move-in day, they must notify the Office of Housing & Residence Life at housing@thomasmore.edu. All students will be expected to arrive and check-in during the designated times expressed. For a student to check-in outside of those hours, he/she must plan with the Office of Housing & Residence Life. Students who do not make adequate, timely arrangements will be reassigned and/or subject to additional fines and may be denied entry.

Residents are required to remove all personal belongings and vacate their assigned room upon termination of the Housing Agreement or at the end of an academic semester/term. This is expected to be completed within **24 hours** of the student's last examination or by the last Friday of finals week at 5:00 p.m. (whichever comes first). If a student withdraws from housing, (for proration purposes) they will *not* be credited for checking out until their belongings have been removed. Students may be charged for the storage of their belongings. If a student fails to check out of their room according to published procedures, they will be charged an improper \$500 checkout fee. Please note that checking out does not release a student from their responsibilities under the Housing Agreement unless an exception is made, in writing, by the Director of Housing and Residence Life.

Each resident of Ackerman, Howard, Marian, Murphy, and Stallmeyer will receive one key for entry into their room at check-in. If the resident loses their key or fails to return the key upon vacating the room, they will be charged for any related costs.

The student is expected to review and sign a Room Condition Report (RCR) at the time of check-in. This serves as an inventory of furnished items, the condition of the furnishings, and the condition of the premises assigned to the student. This inventory will be completed again at the end of the resident's occupancy or end of the academic semester/term and will serve as the basis for determining damages to the room and furnishings.

Common Area Furniture

All communal areas (lobbies, lounges, and study dorms) are furnished with chairs, couches, tables, and other furnishings for use by all residential students. Thomas More University furniture is to remain in bedroom/suite/residence hall. Communal area furniture may *not* be removed from these shared areas. Students who remove communal area furniture and place it in their room, suite, or

other non-approved area will be billed to replace the furniture and may be subject to disciplinary action. Thomas More University cannot store furniture to make room for personal belongings.

Damages and Upkeep of Facilities

Before students move in, each unit is checked to ensure that it is in good condition. Each resident assigned to the room must sign a room condition report (RCR) at check-in. Residents are responsible for the room's condition at time of checkout or room change. Once a resident checks out of their assigned space, a staff member will inspect the space and, if necessary, damage charges are assessed to cover the current replacement costs of the damage plus any associated labor costs. Normal wear and tear are expected; however, damaged items deemed above this expectation will be billed to the resident(s). Housing & Residence Life along with Maintenance & Facilities have the authority to determine when damage(s) exceed normal wear and tear.

The resident must maintain his/her assigned living space clean, orderly, and safely. The resident will be held financially accountable for the repair or replacement cost of any damage to his/her room or furnishings in the room. When two or more residents occupy the same room or suite and responsibility cannot be attributed to one resident, the damage charge(s) will be divided equally among all occupants of the space. The resident assumes responsibility for the daily care and cleaning of his/her room and its furnishings, and for maintaining acceptable sanitary and safety conditions. He/she also agrees to use all public areas responsibly and to help ensure safety and cleanliness. The resident must not modify or allow modifications of the permanent structure of the room. This includes painting or making repairs without prior permission.

If damage to the exterior surface of a room door or window occurs due to vandalism, the resident(s) must notify a Housing & Residence Life staff member and Campus Safety immediately. An incident report will be completed and submitted to maintenance/facilities no later than 24 hours after the incident. The incident report will provide details of the damage and information on who may be responsible for the damage(s). Such incident reports may be referred to by the Dean of Students.

Relative to public and communal area damages (i.e., hallways, lounges, laundry rooms, etc.), where costs are substantial and responsibility is not accepted by or identified as belonging to an individual or group, charges will be determined and divided among all occupants of the residence complex, floor, building or the entire residence population.

If any damage charges apply, the fines/costs are charged to the student's account. Damages identified after the student leaves campus will be billed to the student account. Students will be notified via email of any damage that was documented during the end of the year damage assessments. For questions, students can email Housing & Residence Life (housing@thomasmore.edu) or the Bursar's Office (bursar@thomasmore.edu).

Students may appeal damage charges based on the following: damage is believed to be the result of normal wear and tear; if there is a duplicate charge on the student account; or the individual was not a residential student at the time. To submit an appeal, email housing@thomasmore.edu. The final decision and charge(s) are at the sole discretion of the Director of Housing & Residence Life. The final decision *cannot* be appealed.

****To see the breakdowns of damage costs, please see the damage charge table at the end of this Housing Agreement.**

Door Locks & Lockouts

Entrance doors to all residential facilities, including doors to laundry rooms, may *not* be propped open for any reason. Additionally, students may not obstruct locks from functioning or tamper with door locking mechanisms. Doors that are locked must remain locked. Doors marked for **emergency exits** only are to be used **only** in emergencies!

Residence hall exterior doors are locked 24 hours a day on the weekends and Monday through Friday. Doors are subject to an alternate security schedule during holidays and breaks. Each exterior door is equipped with a card reader, and after the doors have been locked, students assigned to that building can gain access to their residence hall with their ID card.

All residents and their guest(s) should enter/exit the residence building through the main doors. Only in case of an emergency should the doors at the end of the hallways be used. Individuals should never enter/exit the building through a window unless there is an emergency. Improperly exiting or entering buildings is grounds for disciplinary action. Students locked out of their building or assigned room will be granted courtesy entry by a staff member during the first week of each semester. Every lockout thereafter will result in a lockout fine that will be charged to the students account at the rate of ten dollars (\$10.00) per lockout. The lockout cost breakdown is on a table at the end of this Housing Agreement.

Elevators

A passenger elevator is located within for use by residents of that building, their guests, and departmental staff. The following actions are prohibited and may result in disciplinary action:

- a. Damage and/or vandalism to elevators (i.e., prying doors open, jumping, etc.).
- b. Use of emergency alarms and emergency stops in situations other than an emergency.
- c. Unauthorized use of an elevator key.

Insurance

During the period covered by this Housing Agreement, it is recommended that the resident obtain accident insurance, on either an individual or group basis. Please be advised, Thomas More University does **not** cover nor assume medical expenses or liability for resident's personal belongings. Thomas More University has no insurance to cover loss or damage of the individual property of the resident; therefore, Thomas More University recommends that individuals contact an insurance carrier for coverage options available.

Subletting

Residents of Thomas More University housing is not considered lessees and therefore, are **not** permitted to extend this agreement to any other persons. There is no ability to sublet your room or suite space even to another Thomas More University student.

Trash

Large trash dumpsters are located outside of each residence hall. Residents are expected to dispose of all garbage in the proper waste receptacles. Trash left outside rooms/suite or in communal area bathrooms will result in a cleaning/removal fee. Students are encouraged to recycle items as appropriate to reduce waste. In a group living situation, pest control can become a major problem. Students are required to report concerns or issues related to pests to immediately.

Rights Reserved by Thomas More University

Termination

This Housing Agreement may be terminated, and all rights of occupancy may be canceled under any of the following conditions and notice will be sent to the student's Thomas More University student email account:

- a. Failure to be a full-time registered student; exceptions must be approved by the Director of Housing and Residence Life.
- b. Determination by the Dean of Students or designee that a student is unfit to live in the residence halls.
- c. In the judgment of Thomas More University, breach of any of the terms and conditions of this Agreement, policies as set forth in the Thomas More University catalog, the Student Code of Conduct, and/or the Student Handbook as well as those standards, procedures, and regulations which hereafter may be amended/enacted and promulgated during the same academic year of this license.
- d. In the judgment of Thomas More University, failure to make required payments when due (continued delinquency in payment may result in termination of student status).
- e. For reason of forced measure, closure or any other condition or occurrence which is beyond the control of Thomas More University. Upon termination of this license pursuant to this paragraph or upon expiration of the period of occupancy as provided by this license, the resident shall vacate the residence hall and remove all individual property within **48 hours** of notice. Thomas More University may dispose of property not removed at the occupant's expense and collect the cost thereof by direct billing or through a hold on a student's account.
- f. If the student fails to properly check into on-campus housing within one (1) week after the opening of the residence halls.

Immunization Policy

Proof of immunization records are due to Campus Health Services by move in day of your first semester at Thomas More University in accordance with the immunizations policy. More specifically, students must provide proof that they have met the following immunization requirements PRIOR to their first semester of enrollment.

- a. MMR
- b. Hepatitis B
- c. Tuberculosis (TB) Risk Assessment

Students must also provide a signed receipt of information about Meningococcal disease and immunization recommendations. All international students are required to be screened for tuberculosis in the United States or Canada within six (6) months PRIOR to their first semester (only laboratory test results will be accepted). If are tests are completed outside of the U.S., the results must be provided in English.

These documents must be turned into Campus Health Services prior to move-in. Lack of proof or submission of an incomplete form will result in a hold on the student account and/or denied authorization for those who want to move into the residence halls until completed documentation has been received.

Assumption of the Risk

Residents understand that choosing to purchase University-provided dining services and living in University Housing may present certain known and unknown risks to their personal health, safety, and well-being and Residents knowingly agree to accept those risks. Residents acknowledge that while the University may implement measures intended to minimize the likelihood of contracting or being exposed to Communicable Illnesses, Residents can never be fully shielded from all risks of being exposed to or contracting any illness or disease. Residents understand that even if they follow recommended safety precautions, they may still become exposed to, infected with, or transmit a communicable illness to others.

Monetary Breakdowns

Lockouts:

1 st Lockout	\$0
2 nd Lockout	\$10
3 rd Lockout	\$20
4 th Lockout	\$30

*Each lockout will increase by \$10 increments.

Residence Hall/Room/Suite Damages:

Type of Damage	Damage Cost
Walls (peeled paint, left hooks, dents, scrapes, etc.)	\$50-\$200
Window blinds (broken in any way)	\$60
Floors (left dirty, stained, broken/chipped)	\$75 - \$100
Broken furniture	\$75 – chairs
	\$150 – bedframes, drawers, desks, couches
	\$200 – wardrobes, mattresses
Broken windows	\$100
General maintenance/facility needs	\$75 - \$200

* The damage assessment cost breakdowns are estimates only and are subject to change without notice. The Facilities and Maintenance department at Thomas More University reserves the right to charge more than indicated in special or extreme circumstances. In addition, additional charges may apply to damages and cleaning resulting from any ESAs or Service Animals. This includes but is not limited to the condition of the floors, window blinds, doors, drawers, wardrobes, chairs, bedframes, mattresses, removal of animal hair and/or droppings. Furthermore, other damages and necessary cleaning costs that are not found listed above will be determined when and as necessary. The damage assessment cost breakdowns can be found on the Housing Contract under "Room Condition Report (RCR) & Damage Charges."

At the end of the academic year, the Housing & Residence Life staff conducts damage assessments for *all* residential spaces. All residents who occupied the room/suite/space will be charged evenly depending on the total amount. For example:

If the total damages assessment charges total \$100, then:

- Single-occupant room/space would be charged \$100
- Double (2)-occupant room/space would be charged \$50 each
- 4-occupant room/space/suite would be charged \$25 each

Waiver of Liability & Acknowledgement

TO THE FULLEST EXTENT PERMITTED UNDER LAW, AND IN CONSIDERATION OF THE OPPORTUNITY TO RESIDE IN THOMAS MORE UNIVERSITY HOUSING, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO ASSERT ANY LEGAL OR EQUITABLE CLAIM AGAINST THOMAS MORE UNIVERSITY AND ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (“RELEASEES”); I FURTHER AGREE TO RELEASE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS OF ANY KIND, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES ARISING FROM THE HOUSING AGREEMENT OR ANY SERVICES PROVIDED UNDER THE HOUSING AGREEMENT THAT I MAY HAVE OR THAT HEREAFTER MAY ACCRUE TO ME, ARISING OUT OF ANY LOSS, DAMAGE, INJURY, OR ILLNESS, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, WHETHER CAUSED BY THE NEGLIGENCE, MISFEASANCE, OR NONFEASANCE OF RELEASEES OR OTHERWISE WHILE ENGAGED IN ANY ACTIVITY OR PROGRAM OFFERED BY THOMAS MORE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS SAID PARTIES FROM ALL CLAIMS HEREAFTER MADE BY ME OR MY SPOUSE OR ON MY BEHALF BY MY PARENTS, GUARDIANS, SPOUSE, HEIRS, EXECUTORS, OR ASSIGNS.

***I have read, understand, and agree to the terms and conditions of this Housing Agreement.

Student Signature: _____

Print Name: _____

Parent Signature: _____

Parent Print Name: _____

Date: _____

Thomas More University has made every attempt to ensure the information in this Housing Agreement is accurate at the time of publication. However, Thomas More reserves the right to make corrections when necessary. If changes are made, Thomas More University's Housing & Residence Life department will inform all residential students via email in a timely manner.