

ORGANIZATIONAL TERMS OF OCCUPANCY

July 1, 2017 – June 30, 2022

University Housing, the Office of Student Engagement, and the Organization listed on this document agree to the following terms of occupancy:

Recognized Southeastern student organizations will be permitted to occupy residential buildings on North Campus referred to as “The Village”. The Organization will agree to uphold the terms of occupancy, as set forth in this document. Individual student members of the Organization will enter into an agreement with University Housing for a particular room in the assigned building and will be responsible for the terms outlined in this agreement, as well as all policies and terms outlined in their individual room agreement with University Housing. This Organizational Terms of Occupancy will be effective July 1, 2017 through June 30, 2022.

Occupancy and Fees

1. The Organization agrees to occupy the house for a term of five (5) years. The Organization agrees to maintain a minimum occupancy of 85% or the financial equivalent for both the Fall and Spring semesters for the full five (5) years.
2. Percent of occupancy, as stated above (Item 1), must be met by the second Friday following formal recruitment in the Fall and the third Friday of classes each Spring semester, via completed online University Housing Room Applications; including full payment of processing fee, and prepayment, as stated on the University Housing Application or Reassignment Form. Failure to meet occupancy requirements or the financial equivalent will result in equivalent charges being assessed to the Organization with payment-in-full due sixty (60) days from receipt of charges. Reductions in invoiced amount will not be considered after initial invoice is produced. While this agreement is in effect, the organization will be required to meet all financial obligations of this agreement, and with the University. It is the organization’s responsibility to pay charges, including but not limited to room, and damage charges, according to the tuition and fee schedule published in the [General Catalogue](#). Any debt owed to the university as a result of the organization’s failure to make required payments or failure to comply with the terms of the applicable program as governed by the Southeastern General Catalogue will result in a violation of the terms and conditions of this contract. Failure to respond to demands for payment made by Southeastern may result in such debts being transferred to the State of Louisiana Attorney General’s Office or other outside collection agency, for collection. Upon transmittal for collection, the organization is responsible for collection/attorney’s fees in the amount of thirty-three and one-third per cent (33 1/3%) of the unpaid debt, and all court costs.
3. Residents agree to occupancy terms as outlined in their individual room agreements with University Housing. Residents will be contractually obligated to remain for a six-month period (July 1 – December 31, January 1 – June 30). Residents remaining in University Housing for consecutive semesters must complete the reapplication process online prior to the new agreement period. Residents who fail to reapply by the reapplication deadline will be required to apply to University Housing as a new applicant and may be subject to removal from facility if remaining in room after agreement period expires. Final check out date for students living in organizational housing for the fall term is the last day prior to the University closure unless permission to stay until December 31 is granted to the individual student. Final check out date students living in organizational housing for spring term is the last working day of June unless permission to stay until June 30 is granted to the individual student. All requests to stay to the final date of contract must be submitted via email to universityhousing@southeastern.edu.

4. Biennial maintenance and thorough cleaning periods will be observed during June and July. Students residing in organizational housing will be relocated to available summer housing during the specified maintenance and cleaning period. The Organization agrees to allow a minimum of three to four weeks during June and July for the University to perform biennial maintenance; stripping and waxing of floors, minor painting and repairs of public areas. This time frame for work will be coordinated with each individual house and will require the student's property and/or the Organization's property to be removed from the area where work is being completed. Moving and/or storage of all property will be the responsibility of the Organization. Students residing in the house during this time will be moved to another campus location if necessary.
5. House Managers will provide University Housing with a floor plan by the first Friday of June and December respectively for the following term.
6. House Managers will provide University Housing with a list of rooms that will be partially and fully vacant at the conclusion of the semester by April 15th for the Spring semester and November 15th for the Fall semester, respectively, for room cleaning purposes and coordination with maintenance staff.
7. Each organizational building has a commons area or "parlor" on the first floor. All members not living in the building will be assessed a non-refundable parlor usage fee of \$155.00 per semester. This fee will be reduced to \$105.00 per member if the house is at 100% occupancy by the occupancy deadlines as stated in Item 2 above. All new members will be assessed \$105.00. The parlor fee will not be assessed to members who live on campus if the house is at 100% occupancy by the stated occupancy deadlines.

This fee may be increased at the beginning of each Fall semester in accordance with the increases in the Consumer Price Index (CPI). Organizations will be notified of such increases on or before April 1st of each year. The Organization should request a signed contract or agreement from each member acknowledging their understanding that these charges are posted to their University account. University Housing may seek assistance from the Office of Student Engagement for charges not collected in a timely manner.

Mandatory Meal Plan

1. Organizational members residing in approved Organizational Buildings, located in "The Village", will be required to purchase a meal plan for the Fall and Spring semesters, but are exempt from the Summer semester. These residents will have the option of all plans with the exception of the commuter meal plan. Residents who have earned sixty (60) credit hours or more will not be required to purchase a meal plan.

Collection of Parlor Fees

1. The Office of Student Engagement will verify the information and update student University accounts with the respective organizational and member type service indicators. This information will be utilized by University Housing to post charges to the student's University account and should be received at least three weeks prior to the University's Priority Registration Week. It is the responsibility of each organization to ensure their respective roster is correct with the Office for Student Engagement.
2. When new members join the Organization after the semester has begun, the Organization must provide that information to the Office of Student Engagement in the same format as outlined above (Item 1 under Collection of Parlor Fees). The Office of Student Engagement will verify the information and send to the Office of University Housing so new member parlor fees may be posted to the student's university account. These students will be assessed a non-refundable parlor usage fee of \$105.00 for the remainder of the semester.

Insurance, Maintenance, and Services

1. The University will provide comprehensive insurance for the facility, including replacement of buildings and furnishings, fire and extended coverage on the facility, as well as routine maintenance of the facilities, including structural, electrical, plumbing, gas, water, and grounds, as well as landscaping and maintenance of the exterior surroundings of the facilities, as well as parking and security and all utilities of the facility except telephone service.
2. The Organization must provide current documentation of a public liability insurance policy for the lobby and the property located therein, in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
3. Indemnification/Hold Harmless Agreement: The Organization agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Organization, its agents, servants, and employees, or any and all costs, expenses, and/or attorney fees incurred by the Organization as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Organization agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false, or fraudulent. The State of Louisiana may, but is not required to, consult with the Organization in the defense of claims, but this shall not affect the Organization's responsibility for the handling of and expenses for all claims.

4. Housekeeping and cleanliness of the facility will be the responsibility of the Organization. Southeastern Louisiana University is a tobacco-free campus; smoking and tobacco use are prohibited in all University residences, facilities, and grounds in compliance with R.S. 40:1300.26-3.
5. The Organization acknowledges that the University reserves the right to possess card/key access to any locks on all doors and windows in the facility to allow for the performance of maintenance or repairs of any type and/or to assure compliance with applicable laws.
6. No upgrades to the standard décor (floorings, wall, ceiling, and lighting) will be made without the written consent of University Housing. Such modifications once made become property of the Owner unless a prior agreement to the contrary has been reached with the University.
7. No alterations, additions, or modifications to the structure of the facility or the wiring, plumbing, heating, ventilation systems, or cabling will be made without the written consent of the University. Such modifications once made become the property of the Owner unless a prior agreement to the contrary has been reached with the University.
8. The University will be responsible for painting hallways and stairwells as needed and according to Physical Plant's availability. Organizations are encouraged to submit painting requests in March to University Housing in order for work to be scheduled and completed by the start of the Fall semester.

9. The Organization acknowledges the right of the University to conduct “Health and Safety” inspections of the facility on a monthly basis, or more often with 24 hour notice, if it is deemed necessary or appropriate. If discrepancies (examples would include, but are not limited to: candles, smoke detector tampering, unauthorized appliance, overloaded outlets, incense, clutter, smoking, obstruction of pathway or exit, unclean kitchen, unclean floors/carpet, unclean bathrooms, odor, trash overflowing, unlocked or propped doors, window displays or adhesives to window or doors, bicycles, or pets) in the condition or appearance are revealed during such inspections, the University shall give notice to the Organization and allow 48 hours for corrective action. If such discrepancies are not corrected within the given notice, the University reserves the right to correct them and demand payment from the Organization or individual resident for their costs. The failure of the Organization or individual residents to pay such debt within the given notice shall constitute a breach of these Terms of Occupancy and may result in cancellation of the right of occupancy and/or the organization being placed on social probation by the Office of Student Conduct and/or formal letter of concern sent to the Organization’s chapter advisor and/or their national office.
10. The Organization acknowledges the right of the University to conduct inspections of the facilities on a monthly basis, or more often with 24 hour notice, if it is deemed necessary or appropriate. If discrepancies (examples would include, but are not limited to: sprinkler tampering, tampering with exit signs, damage to door frame, missing or unattached window screen, torn or missing blinds, holes in walls, etc.) in the condition or appearance are revealed during such inspections; the University shall give notice to the Organization and allow fifteen (15) days for corrective action or documentation that the corrective action is being pursued, if permission is granted for the organization to repair. The University reserves the right to correct the discrepancy and demand payment from the Organization or individuals residents for their costs. The failure of the Organization or individual residents to pay such debt within the given notice shall constitute a breach of these Terms of Occupancy and may result in cancellation of the right of occupancy and/or the Organization being placed on social probation by the Office of Student Conduct and/or formal letter of concern sent to the Organization’s chapter advisor and/or their national office.

The organization agrees to assist in the maintenance and appearance of the exterior of their buildings; examples would include, but not limited to: removal of trash daily, maintaining a clean patio and surrounding grounds area, weekly cleaning of exit doors, weekly cleaning of entrances, purchasing outdoor furniture which complements the appearance of “The Village” and the Organization. In general, maintaining it to the University’s and Organization’s highest expectations.

General Terms and Policies

1. The Organization must be recognized by the University.
2. The Organization’s charter must be recognized by its national headquarters, if applicable.
3. All property placed in the lobby is done so at the risk of the Organization. The University, the Agent, and the Owner do not accept any responsibility for loss or damage of same. We encourage all residents and the Organization to invest in renter’s insurance.
4. The lobby shall be used only for Organization and Alumni meetings, Organization and Alumni social events, for studying, for leisure/learning, as headquarters for Organization activities, and for no other purposes. The Organization shall not allow any material, property, or activity in the lobby that is contrary to the lease, applicable law, and/or University policies. The policy of the University regarding alcohol will be observed at all times. If the University alcohol policy is in conflict with the organization’s alcohol policy, at no time should the observed policy be less stringent than the University policy.

5. Subject to approval by the University and pursuant to established University standards, the Organization is expressly permitted to display, on the exterior surface of the facility or by signage, such emblem and/or Greek letters as is necessary to identify the Organization.
6. The right of access to the lobby shall automatically terminate on the occurrence of any of the following events:
 - a. Failure of the Organization to pay the University, within given notice time frame, reimbursement of costs incurred in correcting discrepancies in the facility.
 - b. Inability of the Organization to obtain and/or maintain insurance as required under these terms.
 - c. Expulsion by the University of the Organization or withdrawal of the Organization from campus so that the existence of the Organization is no longer recognized.
 - d. Revocation of the Organization's charter by its national headquarters.
7. In the event of termination under any condition, the University reserves the right to deny the Organization's request to occupy a facility during the unexpired portion of the original term. In the event that property of the Organization remains in the Lobby or the Common Areas, after the right of occupancy has terminated, the University reserves the right to remove said property. Costs of said removal and storage will be borne by the Organization.
8. The University, in private leases with the individual members, has stipulated that only members actively affiliated with the Organization may live in the facility. Members are defined as any individual who is a new, active, or alumnus member who is listed on the University and/or national chapter roster.
9. The Office of Student Engagement and University Housing requires that the Organization recommend a member to serve as a House Manager. The House Manager is required to live in the facility, to help foster a positive living-learning environment, and to assist the Organization's leadership with its management, operations, and enforcement of the Organization's and University's policies.
10. The Office of Student Engagement and the Office of University Housing require that the Organization appoint an alumnus to serve as a Housing Advisor, and provide contact information upon the execution of this document. The Housing Advisor is required to attend meetings at least once per academic year with the University and the Housing Manager.
11. Exchanging/sharing keys with another person without the permission or knowledge of University Housing at any time is strictly prohibited. Residents engaging in this behavior will be assessed a \$250.00 improper check-out fee and may face disciplinary action. Residents must properly check-out with the University Housing Office.

Issued this _____ day of _____ 2017

(Organization)

Term Year: 2017-2018 (July-June)

Chapter President:

_____ (sign) (date) _____

_____ (print)

Advisor / Organization Housing Corporation Representative:

_____ (sign) (date) _____

_____ (print)

Alumni Representative:

_____ (sign) (date) _____

_____ (print)

Southeastern Louisiana University Representative:

_____ (sign) (date) _____

_____ (print) (title) _____

Annual Review and Leadership Update (signature reflects annual organizational leadership changes; placement for binding signature of agreement terms is above).

Term Year: 2018-2019 (July-June)

Chapter President:

_____ (sign) (date) _____

_____ (print)

Advisor / Organization Housing Corporation Representative:

_____ (sign) (date) _____

_____ (print)

Term Year: 2019-2020 (July-June)

Chapter President:

_____ (sign) (date) _____

_____ (print)

Advisor / Organization Housing Corporation Representative:

_____ (sign) (date) _____

_____ (print)

Term Year: 2020-2021 (July-June)

Chapter President:

_____ (sign) (date) _____

_____ (print)

Advisor / Organization Housing Corporation Representative:

_____ (sign) (date) _____

_____ (print)

Term Year: 2021-2022 (July-June)

Chapter President:

_____ (sign) (date) _____

_____ (print)

Advisor / Organization Housing Corporation Representative:

_____ (sign) (date) _____

_____ (print)