

CURTIS INSTITUTE OF MUSIC Lenfest Hall Housing Agreement 2023-2024

General

Residence in Curtis Institute of Music's ("Curtis") Lenfest Hall brings certain legal obligations and responsibilities with it. This document, together with the Lenfest Hall Residential Handbook and all regulations, policies, and procedures published by the Office of Residence Life and the Office of Student Services, constitute the agreement (the "Agreement") between you (the "Student") and Curtis. By submitting this Agreement to Curtis, you are accepting and agreeing to comply with the terms and conditions of the agreement. Submission of this Agreement electronically shall have the same legal force and effect as submission by mail or in person. The agreement, including other material incorporated by link or reference, is subject to change as deemed necessary by Curtis without prior notice. By this agreement, Curtis hereby grants the student a limited license to occupy a room or suite ("Room") in Lenfest Hall under the terms that follow. Curtis and the student agree that this agreement creates no lease or landlord-tenant relationship.

Resident Responsibility & Insurance

Curtis cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests, or visitors or for damage, theft, or loss of personal property. The student hereby releases and holds Curtis, its directors, officers, agents, and employees harmless and agrees to indemnify them from any liability, including claims, demands, costs, damages, attorney's fees, and expenses of every kind, on account of any accident, injury (including death), illness, property damage, theft, or loss not caused by Curtis's gross negligence, intentional act or intentional omission. Curtis does not reimburse students or parents for damaged, lost, or stolen personal property. Students are encouraged to protect themselves from loss by purchasing appropriate insurance.

Note Concerning Insurance: In this regard, you and your parents or guardians should review any homeowner's insurance policy that you or your family might have to determine whether the contents of your Lenfest Hall Room are already covered or could be covered with a policy rider. If you do not have homeowner's insurance or are unsure where to start, check out GradGuard. GradGuard has insurance options designed for college life for both on-campus and off-campus students. Visit www.GradGuard.com to learn more. When you consider this insurance protection, keep in mind the replacement cost of such items as your computer, jewelry, television, video game system, musical instruments, stereo and other electronics, books, clothing and shoes, and other personal items. Insurance may be available for "replacement" cost, which is usually higher than the "value." Some items, such as valuable instruments, may need to be specifically insured.

Utilities and Maintenance

Curtis cannot and does not guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. Credits or rebates of housing charges are not given to students when maintenance or pest control is being done to the rooms. Students may be moved to available vacancies in on-campus housing either on a temporary or permanent basis during such time. Every student is responsible for cleaning and maintaining their own suite, common area, bedroom, and bathroom. Students are responsible for bringing their own cleaning supplies and toilet paper, toiletries, and so on.

Student Status

Students may reside in Curtis housing if they are properly registered and in good academic, financial, and disciplinary standing. For 2023–2024: All incoming students born on or after September 1, 2005, and will hold a high school diploma by September 1, 2023 are required to live in Lenfest Hall during their first two years of study at Curtis. Younger students who initially live off-campus with a parent or guardian are required to move into Lenfest Hall at the start of the academic year after they turn 18 or complete their high school diploma, whichever comes first. Students are expected to abide by all Curtis policies and procedures. Any violation of the Student Code of Conduct or Lenfest Hall Residential Handbook may result in the student's immediate removal from on-campus housing as described in the Residence Life Handbook and Student Code of Conduct.

Term of the Agreement

This agreement becomes effective on the Binding Date (**i.e., August 4, 2023 when the agreement must be completed and submitted, or within ten business days for Agreements initiated at a later date**). As of the Binding Date, the student becomes fully liable for paying the established rates for assigned housing. Payment is due by the deadline set by the Business Office when the semester bill is sent to you. The Business Office must approve any partial payment plan. Students must pay the total cost of the assigned room whether or not it is the type of housing requested. This agreement permits residency in Lenfest Hall and is not an agreement for the occupancy of a particular kind of room. While a student may express a preference for a room type, this agreement remains binding even if a different type of room is assigned. The agreement shall remain in full force and effect for the entire academic year unless the student is released from the Lenfest Hall Housing Agreement.

Compliance with Law and Code of Conduct

Every student at Curtis must comply with all federal, state, and local laws, rules and regulations, and Curtis's rules and regulations, including the agreement's provisions. Students are expected to know their Rights and Responsibilities and must comply with Curtis's Student Code of Conduct and all Lenfest Hall regulations, including the Lenfest Hall Residential Handbook. At all times, Students must respect the rights and property of all community members in Lenfest Hall, regardless of their background, beliefs, values, or attitudes.

Student Liability

The student agrees to accept responsibility and be held accountable for their actions, for the proper use and care of their room, the residence hall, dining facilities, assigned space(s), common areas, and all other Curtis property, and the actions of their guest(s) in Lenfest Hall. The student host should ensure that they

follow the "Guest" policy, and that their guests comply with all Curtis Policies and the rules outlined in the Lenfest Hall Residential Handbook.

Move-in Dates

Date	Time	Event
Wednesday, August 16, 2023	10 am - 4 p.m.	Resident Coordinator (RC) Move-in.
Friday, August 18, 2023	10 a.m. - 4 p.m.	Peer Ambassadors (PA) Move-in.
Sat/Sun, August 19-20, 2023	10 a.m. - 4 p.m.	All New Students Move-in.
Friday, August 25, 2023	10 a.m. - 4 p.m.	All Returning Students Move-in.

Cancellation Policy

Submission of the agreement establishes a legal relationship between the student and Curtis for the provision of housing during the academic year. Students are not committed to the agreement until Curtis sends notification of guaranteed housing to the student, which may be made with or without a specific room assignment. Cancellations that occur before the binding date of the agreement are considered cancellations of the Housing Application. To cancel a Housing Application, the student must submit a written cancellation request to the Manager of Residence Life. Any applicable refunds will appear as a credit to the student's account. If the cancellation is approved, there will be a \$100.00 processing fee charged to the student.

After the binding date, students who cancel their agreement remain fully liable for payment unless the Office of Residence Life grants a release. The following sections describe policies pertaining to each type of cancellation.

Student-Initiated Cancellations After the Binding Date

The agreement is binding as of the Binding Date and throughout the entire academic year, regardless of changed circumstances on the part of the student, such as incompatibility with a roommate or suitemate, involvement in a lease of off-campus facilities, or marriage. Students who wish to be released after the Binding Date may do so only upon application to the Office of Residence Life, which retains the right to decide whether to grant the release.

Curtis-Initiated Cancellations After the Binding Date

Curtis reserves the right to change or cancel a student's room assignment without prior notification if the student fails to register, pay, or maintain good academic standing. The agreement may be canceled if:

- The student fails to pay Curtis bills by the established deadlines.
- The student is dismissed for academic reasons or disciplinary action.
- The student is removed from Curtis as a result of disciplinary action for behavior that did not occur in the residence hall. They are eligible for a prorated rebate, according to the rebate policy.
- The student is removed from Curtis due to disciplinary action for behavior that did occur in the residence hall. The student shall be responsible for the financial cost of the room for the remainder of the semester in which the disciplinary action is finalized. Suppose a disciplinary decision is made to suspend a student from Curtis after December 22 but before the beginning of the spring semester. In that case, the student will be billed the \$100 late cancellation fee.
- If the student withdraws from Curtis before a final disciplinary decision is made, the student shall still be responsible for the financial cost of the room for the remainder of the semester in which the disciplinary action was initiated.

Appeals related to disciplinary action are made only through the Residence Life Conduct process. The Housing Agreement appeal process cannot be used in place of or in addition to any appeal process established for disciplinary cases.

Force Majeure

Curtis assumes no responsibility for failure to perform any terms or conditions of this agreement due to an event of Force Majeure. For purposes of this agreement, an event of "Force Majeure" shall include, but not be limited to fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), or other similar occurrences beyond the reasonable control of the institution, where any of those factors, circumstances, situations, or conditions, or similar ones where any of them make it illegal, impossible, inadvisable, or impracticable to continue residential occupancy. In no event shall Curtis be obliged to provide alternative housing to the student or to rebuild or replace any affected premises.

Requests for Release

All requests for release from the agreement must be submitted in writing to the Manager of Residence Life. Documented proof of the circumstances related to the request must accompany the request. Suppose these circumstances change after the student is released from the agreement. In that case, the release shall become invalid, and the student will be obligated again to the original terms of the agreement. For example, suppose the student withdraws from Curtis and later registers during the academic period(s) originally covered by the agreement. In that case, the student will be obligated to pay the fees required in the agreement.

Appeals

If a request for release is denied, the student may submit a written appeal to the Manager of Residence Life. The appeal and all appropriate documentation must be submitted within five business days of the date of the original decision letter. Requests will usually be reviewed within five business days. There can be no additional appeal if the request is denied.

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Break Periods

Students are required to vacate their room and Lenfest Hall during **Winter Vacation (December 14th – January 6th)** and **Summer Vacation; NO exceptions will be made.** However, students may stay in Lenfest Hall during Thanksgiving and Spring Break Vacations. **This rule is final.**

Extended Housing

Suppose all Curtis housing has been filled prior to assignment of housing for students who have requested it. In that case, a limited number of students may be assigned to extended living accommodations, such as double rooms that have been adjusted to house three students. Students with extended assignments will be assigned permanent assignments as soon as they become available, as determined by the Manager of Residence Life.

Pets/Animals

No pets/animals are allowed in Lenfest Hall, with the exception of animals approved pursuant to Curtis's Assistant Animal policy.

Alcohol/Drugs/Smoking

Alcoholic beverages, smoking, illegal drugs or the inappropriate use of non-prescription drugs are prohibited in Lenfest Hall residential suites, regardless of a student's age. Please refer to the Student Code of Conduct and Lenfest Hall Residential Handbook.

Food Preparation

Students are not permitted to use any cooking devices in their suite, with the exception of a microwave. Cooking is fully permitted only in the 5th floor student kitchen.

Firearms/Dangerous Weapons/Fireworks

Possession, storage or use of firearms, dangerous weapons, and/or fireworks is prohibited and will result in the immediate termination of the agreement, and subjects the student to removal from Lenfest Hall, as well as disciplinary action under the Residence Life Handbook, Student Code of Conduct, and criminal prosecution.

Solicitation/Peddling

Solicitation and peddling in Lenfest Hall is prohibited. Fundraising activities must be approved in advance by the Manager of Residence Life.

Furnishings

Curtis will choose and provide furniture for each room. Curtis does not provide computers for students. A list of additional approved furniture, appliances, and equipment that a student may add to their room is available in the Lenfest Hall Residential Handbook. Please note that halogen lamps are strictly prohibited in the rooms and suites.

Students are not permitted to remove any furniture, window treatments or appliances which have been provided by Curtis except with the written consent of the Manager of Residence Life. Students are financially responsible for any damage, theft or loss caused to Lenfest Hall property. Curtis reserves the right, when individual responsibility cannot be determined, to hold residents collectively responsible for damage, theft, loss, or special service to the common areas or to Curtis property within them.

Right of Entry

The Office of Residence Life staff reserves the right to enter any room at any time without advance notice for any reason. Curtis staff, as well as city officials, periodically make unannounced inspections to ensure compliance with health, fire, safety, and maintenance codes. They are obligated to report evidence of non-compliance observed during such inspections to the Manager of Residence Life.

Room Changes

The exchange of rooms, substitution of one occupant for another, or increasing the number of occupants without prior written approval from the Manager of Residence Life is strictly prohibited. Curtis/Residence Life reserves the right to make room changes or reassignments in its sole discretion.

Vacancies

Curtis may reassign a vacant space in a room at any time. While efforts will be made to notify students of any changes, a new roommate may be assigned without prior notification. Curtis will not discriminate in room assignment on the basis of race, color, gender, sexual orientation, religion, or disability. Students may not dissuade or discourage newly assigned roommates from moving into the room. Intimidating or hazing any student is a Residence Life violation and Student Code of Conduct violation, which can lead to termination of the agreement without release from its financial obligations.

Vacating at the End of the Term, Academic Year, or Release Date

Students are required to vacate the room, return all keys to the Resident Coordinator, and remove all personal belongings and trash from Lenfest Hall by

the scheduled closing time. Graduating seniors may remain in Lenfest Hall until the time designated by the Manager of Residence Life. Students who have been released from their agreement during the academic year must vacate their room within 48 hours of the effective date of release. Any room charges paid in excess of the actual amount owed will be credited to the students' account. Students may request a prorated credit of dining plan charges based on the date they are released from their agreement. The effective date for a rebate is the date when all the following obligations have been met:

- The request for release has been approved or initiated by the Manager of Residence Life.
- The Check-In/Check-Out form has been completed in conjunction with a Curtis/Residence Life staff member.
- All keys and access cards have been returned to Residence Life immediately after vacating the room or suite.
- All personal belongings of the student have been removed, and the space has been left in a clean condition and free of all debris.

Note to Students Who Fail to Return All Keys and Access Cards: Failure to return these items upon moving out will result in charges for recoring the locks on the room and/or replacing the access card.

Note to Students Who Leave Belongings Beyond Deadline: Belongings that have been left anywhere in Lenfest Hall beyond the deadline may be discarded plus a \$150 service fee. Curtis does not accept responsibility for items of personal property left or stored under these circumstances. Curtis's staff will have the authority to make reasonable judgment on items that need to be discarded. If any room is not left in the same condition as when the student moved in, cleaning charges will be added to the student's account.

Unauthorized Use of Rooms, Keys and Access Cards

A student shall not allow anyone to live in his/her room nor assign his/her room to any other person. A student who allows his/her room to be used in this manner is subject to disciplinary action as outlined in the Lenfest Hall Residential Handbook.

Safety and Security

Security is the responsibility of all students, and students are personally responsible for abiding by the residence life and security policies pertaining to Lenfest Hall. Actions that compromise the security of residence or living areas will subject the individuals responsible to disciplinary action and related fees under the residence life code of conduct process. Students are prohibited from duplicating keys and access cards.

Dining Services Agreement

Students living in Lenfest Hall are required to maintain a full resident dining plan for the duration of the entire academic year. The Dining Services Agreement is incorporated herein as part of this agreement.

Controlling Documents

In the event of a conflict between this agreement, the regulations, policies, or procedures published by the Manager of Residence Life, the Office of Residence Life, and the Lenfest Hall Residential Handbook, the Lenfest Hall Residential Handbook will control.

Waiver

No delay or failure to exercise any right or power granted under the agreement or otherwise available at law or in equity shall impair any such right or power nor be construed to be a waiver thereof.

Severability and Changes

If any term or provision, or any portion thereof, of this agreement is declared invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. Any changes to this agreement will be sent in writing to the student.

Governing Law

This agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the Commonwealth of Pennsylvania, without reference to any conflict of laws principles.

Amendment and Repossession

Curtis reserves the right to amend this agreement and may from time-to-time issue regulations concerning housing as it deems appropriate in its sole discretion. Curtis may take disciplinary action against a student and/or terminate this agreement for failure by any person occupying a Room to comply with the terms of this agreement. Curtis also reserves the right to repossess the room in the event of an emergency or epidemic.

I affirm that I have read and understand this agreement and that the agreement is for the full academic year.

Name of Student (Please print clearly)

Signature of Student

Date

Signature of Parent or Guardian (if student is under 18)

Date