

GENERAL PROVISIONS FOR OCCUPANCY for 2022-2023
Graduate Student and Non-Traditional Housing
Lehigh University, Bethlehem, Pennsylvania

The following **General Provisions for Occupancy (“GPO”)**, in conjunction with the **University Conduct System, as described in the Student Handbook**, safeguard the rights of all residents and clearly set forth Lehigh University’s expectations for all residents occupying University housing in graduate student and non-traditional University housing. By signing the Housing Contract (the “Contract”), to which this is attached, you (the “Occupant”) are binding yourself not only to the terms and conditions of the Contract, but also to the terms and conditions of this GPO, as well as any and all University Policies and Procedures applicable to the Occupant’s status at the University (e.g., Students – Student Handbook) referenced in either of these documents.

SPECIAL PROVISIONS

1. The Occupant agrees to abide by all Lehigh University, federal, state, and municipal laws, regulations, and ordinances, including, but not limited to any and all University Policies and Procedures applicable to the Occupant’s status at the University (e.g., Students – Student Handbook: <http://studentaffairs.lehigh.edu/handbook>), and those found in the Contract.
2. The University reserves the right to enforce any restriction or regulation necessary for the maintenance of its property or the general welfare of residents. Violation of said restrictions or regulations may subject the Occupant and his/her guests to fines, disciplinary action, and/or termination of the Contract.
3. The GPO is subject to change as deemed necessary by the University.
4. The Contract and the Roommate Agreement, each of which are incorporated herein by reference, together with this GPO constitute the entire agreement between the University and the Occupant with regard to the subject matter hereof, and it shall not be amended, altered, or changed, except by a written agreement signed by the parties hereto.

OCCUPANCY TERM

1. Unless otherwise indicated in the Contract, Occupant shall rent his/her room or apartment for a minimum of one full semester from the Start Date set forth in the Contract. The Occupant is expected to reside in Graduate Student and Non-Traditional Housing for the full Occupancy Term of the Contract. Summer only contracts are not available.
2. The Occupant must submit any contract renewal requests a minimum of forty-five (45) days prior to the end of the current Occupancy Term by submitting a new Housing Contract to Housing Services.

GENERAL TERMS OF CONTRACT

1. **ADJUSTMENT OF PAYMENT:** No adjustment of payment or other changes shall be made to a Contract for inconvenience or discomfort arising from the making of repairs, renovations, or improvements to Graduate Student and Non-Traditional housing, or for facility-related problems.
2. **TERMINATION OF CONTRACT BY OCCUPANT:** In order to terminate the Contract, an Occupant must send a Petition to Terminate Housing Contract to Housing Services at least thirty (30) days prior to the requested termination date. If the University agrees to terminate the Contract, the Occupant will be assessed a Contract Termination Fee equivalent to one month’s rent and any sums that the Occupant currently owes to the University shall become immediately due. The Occupant’s security deposit will be forfeited. Under this provision, the contract termination fee and forfeited security deposit will not be assessed if the occupant is no longer eligible for housing.
3. **OFFER ACCEPTANCE FORM AND DEPOSIT:** In order to reserve an apartment, Occupant is required to complete a Graduate Housing Offer Acceptance Form and pay a security deposit to Housing Services of Three Hundred Dollars (300.00) prior to signing the Contract. This deposit is non-refundable and follows the terms outlined in section 16-D.

4. **ELIGIBILITY FOR RESIDENCE:** Occupant shall be a registered full-time Lehigh University graduate student, or a registered full-time Lehigh University undergraduate student who is married or in an established domestic partnership and/or has dependents. Occupant shall make written notification to Housing Services of a change that removes Occupant from one of the above groups (e.g., a change in Occupant's relationship to Lehigh University, marital status, or status as an individual with dependents). Such notification shall be made within ten (10) days of the change in status.
5. **EMERGENCY PROTOCOL:** The University has in place an emergency evacuation protocol designed to provide for resident safety and security in a time of crisis. In the event of an emergency, Occupants and any family members, roommates, and other guests in the apartment must comply with the University's emergency evacuation protocol and any other directions from the University (including, but not limited to, mandatory evacuation from the residence). If evacuation or other protective action becomes necessary, the University will advise Occupants of such action and, where practicable, will make reasonable efforts to accommodate Occupants in its response to the emergency.
6. **GUESTS:** Occupant is permitted to have guests in his/her apartment and must follow all University guidelines. Guests residing in Saucon Village apartments are limited to 14 days or less and do not need to be reported. Guests are not permitted to become roommates after their guest period. All guests residing in Packer House and 230 West Packer are limited to three (3) days or less and must be reported to Housing Services by the day of arrival by submitting a Guest Policy Acknowledgement Form. Occupant will be held responsible at all times for his/her own conduct, as well as the conduct of their guests'.
7. **FAMILY MEMBERS/ROOMMATES:** Occupant is permitted to have family members and/or roommates, reside in his/her apartment where the occupancy permits. Children under the age of 30 months are not counted towards occupancy. Any persons residing in a Saucon Village apartment for longer than 14 days must be registered and be approved by Housing Services prior to moving in, and will be counted towards occupancy. Any roommate that moves out must be reported to Housing Services and their keys turned into the University within three (3) days of move-out. Occupant must follow all policies and regulations outlined here: <https://financeadmin.lehigh.edu/content/roommates-family-and-guests>. Occupant is responsible for communicating all University policies and regulations to his/her family members and roommates. Occupant will be held responsible at all times for his/her own conduct, as well as the conduct of others residing in an Occupant's apartment or room.
8. **INDEMNIFICATION:** Occupant shall indemnify and hold harmless LEHIGH UNIVERSITY and its trustees, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from injury, including death to persons or damage to property, and against any fines, penalties, or charges levied by any government or government authority, and any expenses, including reasonable attorney's fees, related thereto, as a result of Occupant's use and/or occupancy of graduate student and non-traditional University housing or from any breach of any of the covenants and agreements of the Contract (including this GPO), including, without limitation, any violation of the Lehigh University Social Policy or any laws of the Commonwealth of Pennsylvania regarding underage possession or consumption of alcoholic beverages or illegal substances, except to the extent arising solely from the negligent or intentional wrongful act or omission of Lehigh University or its trustees, officers, employees, and agents.
9. **OCCUPANT RESPONSIBILITY FOR INFORMATION:** Occupant is responsible for knowing the content of all materials published and distributed by Housing Services and abiding by all information contained therein.
10. **MAXIMUM OCCUPANCY:** The maximum occupancy for your apartment or room is set forth in the Housing Contract. The maximum occupancy, including the Occupant and all others residing in the apartment cannot be exceeded.
11. **MOVE IN:** No one may occupy apartments or rooms prior to the Contract being signed by the Occupant and accepted by Lehigh University.

12. **MOVE OUT:** Occupant must vacate and remove all personal belongings from the apartment or room by 5pm on the day indicated on the Contract. Occupant is expected to follow established closing and/or check-out procedures published by Housing Services.
13. **REASSIGNMENT:** The University reserves the right to reassign Occupant to a different room or apartment when the University determines, in its sole discretion that such a reassignment is in the best interest of the University. The Occupant will be held responsible for any change in housing rate(s) caused by a reassignment.
14. **RIGHT OF ENTRY/SEARCH AND SEIZURE POLICY FOR UNIVERSITY HOUSING:** Authorized University personnel reserve the right to enter any apartment or room at any time for the purpose of routine maintenance, inspections, repairs, in order to verify occupancy, or to respond to an emergency or crisis situation. University staff is responsible for reporting violations of Lehigh University policy to the Lehigh University Police and/or appropriate University officials.

In addition, authorized University personnel may enter and search an apartment or room when there is cause to believe that a violation of University regulations is being or has been committed. University regulations include, but are not limited to, graduate student and non-traditional University housing policies, provisions of the Contract (including this GPO) and any and all appropriate University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook). “Cause” means a suspicion that would lead a reasonable person to believe that another person is committing or has committed an act in violation of University regulations. An example of sufficient cause is the smell of burning marijuana coming from a room. Authorized University personnel include: full-time members of the Housing Services staff or the Facilities Services staff (excluding clerical personnel) and Lehigh University Police.

This provision shall not limit the right of the Lehigh University Police to enter any apartment or room in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure when there is probable cause to believe that a violation of state or federal law is being or has been committed.

15. **ROOM CHANGES:** Occupant is not permitted to exchange rooms or substitute one Occupant for another without prior written approval from Housing Services.
16. **HOUSING RATES:**
 - a. **RATE DETERMINATION:** Occupant shall pay to the University the sum determined by the University for occupancy on the first of each month in accordance with the Bursar's policy as outlined in the Student Handbook (Financial Responsibility):
<http://studentaffairs.lehigh.edu/content/financial-responsibilities>
 - b. **DELINQUENT PAYMENTS:** All payments under the Contract and recurring charges not paid when due shall be deemed delinquent and a penalty of Twenty-Five Dollars (\$25.00) may be imposed for each such delinquency. The imposition of such a penalty shall not be deemed to be a waiver by the University of any other rights that it may have either by law or under the Contract because of such nonpayment.
 - c. **CHANGE IN RATES AND OTHER CHARGES:** The University reserves the right to increase or decrease the housing rate and other charges provided the University notifies the Occupant in writing of its intention to do so at least forty-five (45) days prior to the effective date of such change. In these circumstances, Occupant may terminate this Contract provided he or she makes written notification to the University at least thirty (30) days prior to the effective date of such change by submitting a Petition to Terminate Housing Contract to Housing Services.
 - d. **SECURITY DEPOSIT:** The Occupant must pay a security deposit of Three Hundred Dollars (\$300.00) to be held by the University for the payment of all rent and other amounts due from the Occupant to the University, for the Occupant's performance under this Agreement, the University Housing Contract, and against any damages caused to the Apartment or Room by Occupant, his or her spouse or domestic partner, dependents, roommates, or guests. After the Occupant surrenders the Leased Premises, the University, within thirty (30) days, shall pay the Occupant the difference between the security deposit and the amount of unpaid rent and/or actual damages caused by the Occupant. Payment to Occupant shall be made in the form of either a check or a credit against Occupant's Bursar account if there is an outstanding balance.
17. **FINES:** The University may confiscate items, the use or possession of which is prohibited by this GPO or other University policy or federal, state, or local law, and fine policy violators. Occupant will

be held responsible for paying all fines related to his/her apartment. The most common charges and fines are listed here: <http://go.lehigh.edu/gradhousingfines>.

18. **SUB-LEASING:** Sub-leasing of apartments or rooms is prohibited. This contract cannot be reassigned by you to any other person. Occupants that will be away from the University for more than thirty (30) days should submit a request to Housing Services to notify us who will be in their apartment during their time away to substitute another occupant during their time away. Any such approved Temporary Occupant Replacement shall be subject to all terms in the Subletting Agreement Form. If approval is granted, the principal Occupant remains ultimately responsible for the apartment.
19. **TERMINATION OF CONTRACT BY UNIVERSITY:** The University reserves the right to terminate the Contract and take possession of an apartment or room when:
 - a. The University, in its sole discretion, determines that a violation of regulations warrants such termination. If the University terminates the Contract due to disciplinary action, no refund of rent or security deposit is allowable.
 - b. The University, in its sole discretion, determines that such a termination is in the best interest of the University. Rent will be prorated based on the move out date. The security deposit will be returned after damages are assessed.
 - c. The Occupant's relationship with Lehigh University changes such that the Occupant is no longer eligible for University housing. Rent will be prorated based on the move out date. The security deposit will be returned after damages are assessed.
 - d. The Occupant fails to make any payment required by this Contract or vacates the premises. No refund or rent or security deposit is allowable.
20. **FORCE MAJEURE:** The University shall not be liable or financially responsible (e.g., will not issue refunds) for any delay or failure to perform its duties under this Contract for reasons that are beyond the University's control, including, but not limited to, Acts of God or Nature, extreme weather, fire, earthquake, flood, natural disaster, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, plague, epidemic or pandemic, utility malfunctions, and loss of electricity or power.
21. **TRANSFER REQUESTS TO A NEW APARTMENT:** Apartment transfer requests can be made by submitting a housing application available at <https://financeadmin.lehigh.edu/content/graduate-housing> . If Housing Services approves the request, a Two Hundred Fifty Dollar (\$250.00) transfer fee will be assessed to the Occupant's Bursar account. If the transfer request is approved between single occupancy bedrooms, a Fifty Dollar (\$50.00) transfer fee will be assessed to the Occupant Bursar Account. This fee is non-refundable.
22. **TRANSFER REQUESTS BETWEEN SPOUSES/PARTNERS:** An apartment transfer between legally recognized bound spouses or partners is permitted within the same apartment for no charge once the primary occupant is no longer eligible for housing. If a new apartment is requested and Housing Services approves the request, a Two Hundred Fifty Dollar (\$250.00) non-refundable transfer fee will be assessed to the Occupant's Bursar account. All transfer requests can be made by submitting a housing application at <https://financeadmin.lehigh.edu/content/graduate-housing>. Spouse/domestic partner is required to meet and fulfil all requirements set forth in this contract.

CONDITIONS OF OCCUPANCY

Appropriate conduct, as outlined by any and all University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook) and the policies contained or referenced herein, is expected of all individuals living in graduate student and non-traditional University housing, including the Occupant, spouses, domestic partners, children and other family, and roommates, especially when it pertains to another's legitimate use of a residential area for sleep, study or privacy. Behavior that infringes on the rights of other residents is prohibited and may result in relocation and/or disciplinary action. Occupant must respond to all official University directives or requests. Occupant is advised to acquaint him or herself with the more detailed regulations covering this topic in the Student Handbook.

1. APARTMENT AND ROOM POLICIES

- a. **BED RISERS:** Beds may only be lifted off the ground by bed risers. Cement blocks are prohibited. The stacking of bed risers, one on top of the other, is also prohibited.

- b. DECORATIONS: Decorations must be of a non-combustible nature that will not damage paint or finished surfaces in the room. As stated in fire code regulations, no material or posters may be affixed from the ceiling or overhead at any time. The hanging of cloth material or tapestries may not cover more than 50% of each wall nor can it be hung on a wall above a bed. Curtains which enclose a bed are not permitted. In buildings with sprinkler systems, decorations may be further limited by fire safety regulations. Please refer to the student handbook for further information.
 - c. DOOR HANGERS: Items that hang over the top of the entry/exit doors are prohibited. These items impair the ability of the door to close and latch properly, thus creating a security concern.
 - d. FURNITURE: All University furniture placed in a bedroom must remain in that room, and cannot be placed in hallways or stored in any building storage areas. Furniture may be rearranged within a room in accordance with its designed purposes.
 - e. LAUNDRY: Occupant is expected to follow all posted instructions in laundry room. Use of laundry room is not permitted during quiet hours. .
 - f. LOFTS: Student-built lofts are not permitted.
 - g. PAINTING: The painting of rooms in graduate student and non-traditional University housing is prohibited. All rooms with paint differing in color from the initial move-in color will be professionally painted at the termination of this Contract and the University will bill the Occupant for the cost.
 - h. REPAIR/RENOVATION: Repair or renovation of a room (e.g., installation of ceiling fans, rewiring of room electrical outlets, etc.) by any Occupant or third party is not permitted without the written approval of Housing Services.
 - i. WATERBEDS: Waterbeds are prohibited.
2. CLEANLINESS: Occupant is expected to keep all areas of buildings, especially kitchens, bathrooms, lounges and corridors, in satisfactory condition. Common rooms are not to be used for permanent or temporary storage of miscellaneous personal items or furniture inappropriate for normal occupancy. Apartments and rooms must be returned to their original condition at the end of the Occupancy Term. Special cleaning required due to Occupant's carelessness will be billed to the Occupant(s). Occupant(s) should refer to the cleaning guidelines for more information.
 3. COMMON AREA GUIDELINES: Common areas are referred to as any space that is not your apartment or bedroom. The Occupant is responsible for following all guidelines. Packer House Community guidelines can be found here: <http://go.lehigh.edu/packercommunityguidelines> and Saucon Village Community Room guidelines can be found here: <http://go.lehigh.edu/communityroomrequest>
 - a. BATHROOMS: Both all gender and gender specific bathroom facilities are available in graduate student and non-traditional housing.
 - b. KITCHENS: Common area kitchens are designated for use by all residents. All kitchen guidelines must be followed.
 - c. EXTERIOR DECORATIONS: Exterior decorations are prohibited unless approved by Housing Services. The Occupant shall not shake, clean, or hang any items from the windows, curtain rods, ledges, or roofs of the building, or place items on the window ledges.
 - d. LOUNGE FURNITURE: Furniture may not be removed from lounges or other common areas without the permission of Housing Services. If lounge furniture is found in an Occupant's apartment or room, he/she will be subject to disciplinary action and fines, and will be billed for the cost of removal.
 - e. SLEEPING: Sleeping in lounges or any other common area is prohibited.
 - f. STAIRWELLS, EXITS, HALLWAYS: Stairwells, exits, and hallways must remain free and clear of all debris and objects at all times. Doormats are permitted.
 - g. STORAGE: Each apartment comes with assigned storage space. This assigned space is the only storage area on campus in which Occupant is authorized by Housing Services to store his/her belongings.
 4. CUSTODIAL SERVICE: Custodial service is provided only for common areas. The University may discipline an Occupant who interferes with custodial service. Occupants will be disciplined in

- accordance with the appropriate University Policies and Procedures applicable to the Occupant's status at the University (e.g., Students – Student Handbook). Occupant is responsible for cleaning his/her individual apartment or room. Special cleaning of the common areas or of an Occupant's individual apartment or room that is required due to an Occupant's carelessness will be billed to the Occupant.
5. **EXTERIORS AND OUTDOOR SPACES:** Occupant will cooperate with keeping the exteriors of buildings and outdoor spaces in good condition. Littering and leaving personal belongings outdoors when not in use are not permitted (including charcoal and charcoal grills). Bicycles may be left at the bike racks at the owner's discretion and risk.
 6. **NOISE/QUIET HOURS:** Quiet hours are observed in all University housing, including interior and exterior space. Quiet hours are from 10:00 p.m. to 8:00 a.m. Sunday night through Friday morning and from 12:00 a.m. to 10:00 a.m. on Saturday and Sunday. During final exam periods, quiet hours will be in effect 24 hours a day following the last day of class each semester. Outside of the designated quiet hours, Occupant is expected to respond to reasonable requests from other residents to reduce noise if it is infringing upon others.
 7. **PETS:** No animals, with the exception of non-predatory fish in properly maintained aquariums of 10 gallons or less (aquariums must have noise-free compressors for the filters), will be allowed in graduate student and non-traditional University housing.
 8. **POSTINGS NOTICES:** The posting of signs, notices, or information of any kind in common areas (exterior and interior) is strictly prohibited.
 9. **PROHIBITED ACTIVITIES:** Housing Services prohibits the following in residential areas: vandalism; playing with fire; chemical experimentation; cutting wood; sports (e.g., hall hockey, soccer, Frisbee throwing, darts/dart boards, etc.); the cooking and preparation of food, except in designated areas; excessive noise; placing foil in or around cooking area (e.g., on burner pans, on stovetop near burners or covering of stove hood.); the washing or repairing of motor vehicles; excessive horseplay; dropping, throwing or shooting of objects from windows; the use, possession or sale of drugs and illegal substances; possession of drug paraphernalia or theft of university services.
 10. **RECYCLING:** Pennsylvania law requires the University to recycle. As a campus resident and a member of the Lehigh University community, each Occupant is expected to abide by any and all established recycling programs: <http://sustainability.lehigh.edu/recycling>.
 11. **RESTRICTED AREAS:** Occupant is prohibited from accessing and entering restricted areas such as roofs, mechanical equipment rooms, and any other areas where your keys do not grant access.
 12. **SMOKING POLICY:** Occupants must comply and cooperate with the University Smoking Policy in its entirety (https://www.lehigh.edu/~policy/documents/2021.05.20_Tobacco_and_Smoke_Free_Campus_Policy_FINAL.pdf). Lehigh University shall be entirely tobacco and smoke free effective August 2, 2021. This Policy applies to all Lehigh University facilities and property, owned or leased, regardless of location. Smoking and the use of any tobacco products shall not be permitted in any enclosed place, including residential and common area spaces within University housing.
 13. **SNOW REMOVAL:** Occupant will cooperate with snow removal efforts in parking areas by removing vehicles from, on, or about the parking areas for a reasonable period of time when requested by the University. Occupant will notify the University of the need for removal of snow or ice.
 14. **TRASH:** Trash must be disposed of in designated areas.
 15. **UTILITIES AND SERVICES:** Occupant is required to pay the electric bill for his/her assigned apartment if it is not included in his/her rent.
 16. **MAINTENANCE:** Occupant will follow all reporting procedures posted in each building and report maintenance items to facilities. Occupant will be held responsible for any negligence in reporting items.
 17. **ALCOHOL:** Alcohol is only permitted in an apartment where one or more of the Occupants are at least 21 years of age. Rooms and apartments occupied by residents who are under the legal drinking age are considered "dry rooms" and no alcohol is permitted in those rooms. Hard alcohol, drinking games and all drinking paraphernalia, as addressed in the University's Social Policy, are prohibited in all Residence Hall facilities including rooms, apartments, and common areas.

SAFETY AND SECURITY

1. **EXTENSION CORDS and POWER STRIPS:** All extension cords used must be heavy duty (17 amps), UL approved, and plugged directly into an outlet. Power and extension cords may not be used to plug-in kitchen appliances
2. **EXTERIOR, FIRE, SECTION, AND ROOM DOORS:** Exterior, section and fire doors are to remain closed at all times, with exterior doors locked 24-hours a day. Occupants of the section will be held responsible when doors are blocked or propped open. A door will be considered propped if there is any physical obstruction (e.g., tape, stones, cardboard, and trash cans) that prevents it from closing and/or locking. Apartment/room doors have been equipped with self-closing door hinges to meet fire code regulations. Dismantling or removing self-closing door hinges is prohibited.
3. **FIRE DRILLS/ALARMS:** When a fire alarm sounds, Occupant shall vacate the building and cooperate fully with University officials, including during fire drills, which will be held at regular intervals. Residents who set off the fire alarm in their apartment should follow the instructions listed in their apartment and will be held responsible for any real or false alarms.
4. **FIRE EQUIPMENT:** Fire equipment is to be used only as necessary in the case of fire. Any use or misuse of fire equipment must be reported to Housing Services immediately. Tampering with fire bells, horns, alarms, extinguishers, extinguisher covers, exit signs, evacuation instruction signs, smoke detectors, and other equipment is prohibited. In buildings with sprinkler systems, no items may be hung, wrapped, taped, or otherwise affixed to sprinkler pipes or the sprinkler head. No item in the room may be positioned in such a way as to block the lateral dispersal of water should the sprinkler head be activated. The sprinkler head, if wall mounted, will have no items on the same wall higher than 18 inches below the sprinkler head. This does not include relatively flat items (pictures, posters, etc.) but does include shelving and any objects that may be on the shelving, as well as electrical cords, lights, etc.
5. **FLAMMABLE MATERIALS:** Flammable items including candles, candle and wax warmers, wax melts, self-start charcoal, chemicals, combustible engines (regardless of their state of dismantlement), gasoline, incense, lighter fluid, non-electric lanterns and live trees are prohibited.
6. **IDENTIFICATION CARDS:** University ID Cards will only operate the card reader doors in the area(s) to which the Occupant has been authorized to access. Attempts to use a card in area(s) other than those authorized will be monitored and may subject the Occupant to disciplinary action. Possession or use of an ID Card or key issued to another Occupant is prohibited and could subject the offending Occupants to disciplinary action. ID's that have been lost or stolen must be immediately reported to Housing Services or the IDEAL Office. A replacement ID will be printed and billed to Lehigh Student. Any non-affiliated ID that needs to be replaced will be billed to the leaseholder of the apartment. For additional ID Card policies and procedures please refer to the Student Handbook.
7. **KEYS/LOCKOUTS:** All keys must be issued through Housing Services or IDEAL and may not be duplicated. Key(s) issued to an individual may not be given to anyone. All persons involved in such a transaction will be subject to disciplinary action. Keys that have been lost or stolen must be immediately reported to Housing Services. A lock change will be scheduled and charges apply to the leaseholder. If a lock-out is requested the student will be charged for either the lockout service or lost keys. For additional key policies and procedures, please refer to the Student Handbook.
8. **MAILBOX KEY POLICY:** An occupant is not permitted to have possession of keys after they have moved out. Students should forward their mail at the USPS website provided on the check-out instructions. For occupants that choose not to do this, Housing Services will send staff to pick-up any mail addressed to the occupant for a \$20 fee if the apartment is not occupied. This fee should be paid in cash or check at the time the request is made and mail will be picked up and brought to Housing Services within 7 business days of the fee being paid. The occupant will be called when the mail is ready to be picked-up.
9. **PROHIBITED ITEMS:** The following items are specifically prohibited in graduate student and non-traditional University housing except in areas designated and/or approved by the University: air conditioners (unless approved and installed by the University), electric blankets, halogen lamps,

hoverboards, laundry washers and dryers, portable heating units, power tools, refrigerators exceeding 4.6 cu. ft. (other than the unit provided by the University). Common household kitchen items (except deep fryers which are prohibited) are permitted only in Saucon Village Apartment kitchen areas.

10. **WEAPONS:** Weapons of any kind are strictly prohibited. These items include, but are not limited to, firearms, fireworks, ammunition, air guns, paint ball guns, spring type weapons, slingshots, martial arts weaponry, explosives, switchblade, bow and arrows and hunting knives. The possession or use of any potentially dangerous item or material is strictly forbidden. Such items are subject to confiscation
9. **SALES, SOLICITATION, AND COMMERCIAL ENTERPRISES:** No commercial enterprise or door-to-door solicitations may be conducted in University housing. The presence of any promoter, vendor, or unauthorized visitor should be promptly reported to a Housing Services staff member.
10. **SECURITY:** An Occupant should not take any actions that compromise the safety and security of him or herself, other Occupants, or living areas. Apartment and room doors should be locked at all times when an Occupant is not present.

PROPERTY

1. **ASBESTOS CONTAINING MATERIAL (“ACM”):** The Occupant acknowledges that there may be asbestos containing material in some areas of the House. The University will make available to the Occupant its survey showing the location and condition of ACM in such areas. The Occupant agrees to notify the University immediately if any ACM is damaged or disturbed or if any damage is discovered. The Occupant will immediately cease any activity that might result in further damage to or disturbing of ACM. The University will arrange for any necessary remediation.
2. **ASSESSMENT FOR DAMAGE:** Occupant will be held responsible for any damage or theft related to his/her apartment or any other part of the building.
3. **INVENTORY:** Upon entering or changing to a new apartment or room, an occupant is provided with information on how to report any repairs or damages to their apartment. Reported information will be referred to in matters concerning room repair and individual damage assessment.
4. **DAMAGE TO OR DESTRUCTION OF PREMISES:** If the premises or any part thereof is destroyed or damaged by fire or other casualty, or taken by eminent domain, this Contract may be terminated by the University if it determines that the premises have been rendered unusable. If the Contract is not terminated, a proportionate reduction in room occupancy charge, determined by the University in its sole discretion, shall be allowed until the premises are restored by the University to usable condition. The University will only allow such a reduction in the room occupancy charge if the damage occurred through no fault of the Occupant(s).
5. **OCCUPANT PROPERTY:**
 - a. **UNIVERSITY RESPONSIBILITY:** Neither the University, its officers, trustees, employees and agents shall be responsible for loss or damage from any cause to an Occupant’s personal property.
 - b. **REMAINING PROPERTY:** Property remaining in Occupant rooms upon expiration or termination of the Contract immediately becomes the property of Lehigh University. Property remaining in common areas or at building exteriors can be confiscated immediately and becomes the property of Lehigh University after ten (10) days.
 - c. **OCCUPANT WAIVER OF SUBROGATION:** The Occupant shall and hereby does waive any right of subrogation which the Occupant or any of the Occupant’s insurers may have against the University and its representatives, agents or employees due to loss or damage from any cause whatsoever to Occupant’s personal property.

I acknowledge that I have read and understand the material enclosed in the General Provisions for Student Occupancy (GPO). Some sections were discussed with me in detail while others were not. Regardless, all sections are valuable and it is my responsibility to abide by the GPO in its entirety. Further, I have had the opportunity to ask questions on content that is not clear to me. With my signature below, I agree to abide by all of the material in this GPO.

_____ *(signature)*

COVID-19 ADDENDUM
TO GENERAL PROVISIONS FOR OCCUPANCY for 2022-2023
Graduate Student and Non-Traditional Housing
Lehigh University, Bethlehem, Pennsylvania

This COVID-19 Addendum (this “Addendum”) is an essential part of the General Provisions for Occupancy for Graduate Student and Non-Traditional Housing to which it is attached (the “GPO”). The GPO is incorporated by reference into the Housing Contract (the “Contract”). The Contract and the GPO are referred to collectively as the “Housing Agreement”.

1. Definitions. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Housing Agreement.

2. Conflicts and Inconsistencies with Housing Agreement. In the event of a conflict or inconsistency between this Addendum and the Housing Agreement, the terms and conditions set forth in this Addendum shall govern and control.

3. Compliance with COVID-19 Requirements. Occupant agrees to abide by (a) all requirements and best practices related to preventing the transmission of COVID-19 as may be published from time to time by governmental authorities having jurisdiction, including but not limited to the U.S. Centers for Disease Control and Prevention and state and local health authorities; and (b) all University policies, rules, conditions, regulations and procedures related to or arising out of COVID-19, as modified, amended or supplemented from time to time (“COVID-19 Requirements”).

4. Closure of Communal Amenities.

(a) University shall have the right to close and otherwise restrict access to certain common spaces and other communal amenities typically provided in connection with Graduate Student and Non-Traditional Housing, in whole or in part, including, but not limited to, fitness rooms, community lounges, basketball courts and computer rooms (“Communal Amenities”), in the event that University, in its sole and absolute discretion, determines that doing so is in the best interests of the health and safety of its students, the University community and/or the public, including, without limitation, for the purpose of complying with any (i) law, regulation or order established by a national, state or local governmental authority or (ii) other COVID-19 Requirement.

(b) University shall not be liable to Occupant for any direct, indirect, consequential, incidental, punitive or other liabilities, losses, costs or other damages arising out of or related to the closure of Communal Amenities under this Addendum, and Occupant waives the right to make any claim for the foregoing.

5. Guests. Notwithstanding anything to the contrary set forth in the GPO, Occupant shall comply with all COVID-19 Requirements related to guests and other visitors in Graduate Student and Non-Traditional Housing.

6. Force Majeure. In addition to the force majeure provision set forth in the Housing Agreement, the University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform its duties under the Housing Agreement or this Addendum by reason of (a) government order, law, or action, including, without limitation, work stoppage, business closure or similar orders related to any pandemic or epidemic, including COVID-19; or (b) pandemic, epidemic, illness or disease, including COVID-19. University’s reliance on the force majeure provisions set forth in the Housing Agreement and this Addendum shall not be adversely impacted or otherwise prejudiced by the fact that such force majeure event is currently occurring or is otherwise foreseeable in any manner.