

TERMS AND CONDITIONS OF OCCUPANCY OF VILLANOVA UNIVERSITY FACILITIES

1. Licensee and Licensee's attendees are responsible for the care and condition of the Licensed Premises, including, but not limited to, equipment, walls, floors, carpets, fixtures, furnishings, etc. Charges will be assessed against those responsible for damaging or misusing Licensor's property. Licensee and Licensee's attendees are responsible for the proper disposal of waste, including recycling. Licensor is a single-stream recycler (all recyclable materials can be placed into the same recycling bin or dumpster) and recycles cardboard, mixed paper, cans, glass, and plastic bottles.
2. Licensed Premises must be left in move-in condition upon departure. Licensee agrees to pay the cost of repairs for any damages and the cost of any extraordinary cleaning or furniture moving needed to return the Licensed Premises to its move-in condition. The need for and the costs of such are within the sole discretion of Licensor.
3. Licensor reserves the right to enter rooms without prior permission from Licensee or Licensee's attendees if it has reason to suspect that an emergency situation exists or that violations of Licensor's policies are occurring (or may have occurred), to locate persons or missing property, to conduct maintenance activity, and to do health, safety and maintenance checks and repairs. After knocking and waiting a reasonable period of time, Licensee's employee(s) or agent(s) may make entry at this time. If Licensee's attendee(s) is not present when entry is made, a note may be left indicating the person or persons entering and reasons for doing so.
4. Licensor is not responsible nor liable for the loss of, or damage to, any property of Licensee and/ or Licensee's attendees, or for personal illness or injuries (including death) sustained by Licensee's attendees while in or resulting from occupancy of Licensed Premises or other areas of Licensor's premises. Per the Agreement, Licensee is responsible to provide a certificate of liability insurance evidencing the requirements in the Agreement to cover any loss, damage, illness, or injury. Licensor recommends that Licensee's attendees carry appropriate insurance to cover any loss, damage, illness, or injury.
5. All vehicles must be parked in accordance with Licensor's parking regulations. Licensor's Parking Office can be reached at 610-519-6990.
6. Use of small cart/golf cart vehicles with electric or internal combustion motors on campus must comply with Licensor's Acquisition and Use of Small Cart Vehicles Policy (<https://villanova.policytech.com/dotNet/documents/?docid=186&public=true>). Licensee must inform Conference Services in advance of their arrival of the use of small cart/golf cart vehicles with electric or internal combustion motors.
7. Licensor does not permit the use of its facilities for any commercial purposes without express prior approval.
8. All animals, except animals trained to aid people with disabilities, are prohibited in all of Licensor's buildings.
9. Individuals staying in a residence for one or more nights must be listed on the housing occupancy roster submitted to the Assistant Director of Conference Reservations (610-519-7790).
10. Licensor will provide summer seasonal Conference Services staff on duty 24/7 who can be telephoned for assistance at 610-519-5554. **For all emergencies 24/7, Licensor's**

Department of Public Safety can be telephoned at 610-519-4444 or from a campus phone at ext. 94444.

11. Licensee and Licensee's attendees must abide by applicable policies of Licensor (including without limitation Licensor's Code of Student Conduct (<https://studenthandbook.villanova.edu/code-of-student-conduct>) and Residence Life Policies (<https://studenthandbook.villanova.edu/residence-life-policies>), and all local, state and federal laws. The possession or use of illegal drugs, fireworks, guns and other weapons on Licensor's premises is prohibited. Burning fires anywhere on Licensor's premises by Licensee or Licensee's attendees is prohibited and Licensee and Licensee's attendees will abide by all fire safety policies and laws.
12. Hover boards may not be used, plugged in or charged anywhere on Licensor's premises.
13. **Per the Licensor's Smoking Policy (<https://studenthandbook.villanova.edu/smoking-policy>), Licensor prohibits smoking and vaping in all of Licensor's buildings or within 25 feet of such buildings.**
14. Alcoholic beverages (for those aged twenty-one (21) or over) are permitted in assigned guest rooms if the Licensor's Alcohol Policy (<https://studenthandbook.villanova.edu/alcohol-policy>) is followed. Events including alcohol are permitted in reserved event rooms only with permission of Conference Services.
15. Licensee's attendees are responsible for using their room key, lock combination, or Wildcard in a manner that does not jeopardize the safety or security of individuals or property. **A lost key or compromised lock combination must be reported immediately to Conference Services.** There is a seventy-five-dollar (\$75.00) fee for a lost key. All keys must be returned at the end of the stay and Licensee will be charged a seventy-five-dollar (\$75.00) fee for any keys not returned. There is a twenty-five-dollar (\$25.00) fee for a door lock combination change. There is a ten-dollar (\$10.00) fee if a Wildcard is lost during a stay and a replacement card is issued. Wildcards are disposable and do not need to be returned at the end of stay.
16. No personal heating, air-conditioning or cooking apparatus shall be allowed on Licensor's premises. Portable box fans are permitted. Licensee's attendees who are assigned to apartments may provide other small cooking appliances for personal use as long as they are UL approved, have self-contained heating units, and are approved by Conference Services in advance.
17. Male and female attendees could be housed on the same floor on a different wing of a residence hall/apartment building but will be provided separate sleeping accommodations and bathroom facilities. Shared rooms or apartments are reserved for married couples, families, or occupants of the same sex.
18. No theft or violence, including sexual abuse, harassment, hazing or bullying (cyber or otherwise) will be tolerated.
19. The inappropriate use of cameras, imaging, digital devices and electronic communications is prohibited, including use of such devices in showers, restrooms, or other areas where privacy is expected.
20. The use of drones is prohibited unless Licensee has met Licensor's requirements related to drones and Licensor has provided written approval in advance.
21. Curfew time for Licensee's attendees under eighteen (18) years of age in Licensor's housing shall be no later than midnight.
22. In-dorm-room visitation for Licensee's attendees under eighteen (18) years of age shall be restricted to Licensee's attendees of the same gender.

23. Guests of Licensee's attendees under eighteen (18) years of age in Licensor's housing (other than a parent/legal guardian and other Event attendee of same gender) may visit only in the housing lobbies and only during approved hours specified by Licensee and approved by Conference Services.
24. This Agreement shall not be deemed to constitute a lease or to create or transfer an interest in or lien on real estate. Licensor may remove any of Licensee's attendees that Licensor considers disruptive or otherwise considers detrimental to the residence population or Licensor's community. Subject to the Licensor's right of revocation, Licensee agrees that this Agreement shall remain in force for the full term of the use of Licensed Premises.
25. Any incident where there is physical threat or destructive action may result in removal or reassignment of involved Licensee's attendees(s) per Licensor's discretion. Any of Licensee's attendees who is removed from Licensor's housing must remove all belongings, return the key (if applicable), and vacate per the Licensor's instructions. If the Licensee's attendee fails to vacate within the time allotted by the Licensor (but in no event greater than twenty-four (24) hours), Licensor may take possession of the assigned space, remove and dispose of the Licensee's attendee's belongings at the Licensee's attendee's sole risk and expense, change the locks to the premises, and charge all costs associated with this change to the Licensee or Licensee's attendee. An escort will accompany the dismissed Licensee's attendee if necessitated by Licensee's attendee's conduct or if the situation requires, as determined in the sole discretion of Licensor.
26. Licensor reserves the right:
 - a. To levy and collect charges for damages to, unauthorized use of, or alterations to Licensed Premises or any other Licensor's premises and for extraordinary cleaning necessitated by improper use of the premises;
 - b. To reassign Licensee and/ or Licensee's attendees to other accommodations on Licensor's premises;
 - c. To bar any of Licensee's attendees from Licensor's premises if, in the sole judgment of the Licensor, the individual's conduct is injurious or potentially injurious to Licensor, members of Licensor's community or guests, or any other person;
 - d. To retain any payment made by, or on behalf of, any of Licensee's attendees barred from Licensor's premises; and/ or
 - e. To terminate the reservation of Licensee or any of Licensee's attendees if, in the sole judgment of the Licensor, unforeseen events make it inadvisable, illegal, or impossible to provide the required facilities.
27. Licensor shall not be held liable for any delays or failures to provide rooms, meeting space or other facilities fit for occupancy or any other delays or failures in performance, in whole or in part, if such delay or nonperformance is due, directly or indirectly (e.g., through the prior or concurrent displacement and need for rescheduling of academic, research, or administrative functions) to any cause beyond Licensor's reasonable control, including, but not limited to, destruction of or damage to such facilities; acts of God; war; local, state, or federal government regulation; threats or acts of terrorism or similar acts; strikes, lock-outs, or labor disputes; disaster; civil disorder; curtailment of transportation facilities; any act or order of public authority including, without limitation, Villanova University, Villanova University's leadership, the State Board of Education, or of civil or regulatory authority; health and safety concerns; epidemics, pandemics (including without limitation COVID-19), or other outbreaks of diseases or other infections; fire, floods, environmental calamity or risk, inclement weather;

restriction upon food, beverages or supplies; failures in public supply of electricity, water, heating, lighting, air conditioning or public telecommunications equipment; or other such events, disturbances or conditions making it impractical, illegal, or impossible to perform its obligations under the Agreement.