



Lafitte Village

Terms and Conditions of Lease Agreement

Terms of Occupancy and Eligibility

1. ACCEPTANCE OF AGREEMENT.

In signing the agreement via the Residential Life app application process, the student agrees to all terms and conditions of the Lafitte Village Housing Agreement set forth below. If the student is less than eighteen (18) years of age, the student's parent or guardian must also sign and date the agreement. Signature of the agreement creates a binding agreement between the student and the University of New Orleans. Cancellation of this agreement is subject to penalties/ conditions outlined below.

2. FERPA ACKNOWLEDGEMENT. Disclosure of information relating to the student's housing application and housing record is maintained according to the federal *Family Educational Rights and Privacy Act (FERPA)* with intents to ensure the students' right to privacy. Students must give consent for Office of Residential Life staff to share information regarding the student's housing.

3. ELIGIBILITY FOR LAFITTE VILLAGE HOUSING. Residents must be fulltime students of the University of New Orleans in good conduct, and financial standing with the University.

A. The Student must be a full-time UNO student during the term of this housing agreement and any extension thereof. Residency in Lafitte Village is limited to graduate students, married students, single-parent students, and couples in domestic partnerships. The resident student requesting family housing must provide proof of marriage certificate, domestic partnership and/or birth certificate(s) to reside in Lafitte Village.

B. UNO Faculty and Staff may request residency in Lafitte Village if additional availability arises once student requests are completed. As the facility purpose is to house graduate students, married students, single- parent students, and students in domestic partnerships, beginning July 2023, lease agreements assigned to faculty and staff residents of the complex will be issued for a maximum of 6 months.

C. If any changes in the student's status occur during the term of this lease regarding their spouse and/or children residing in the unit, the resident is required to notify the Office of Residential Life immediately. If deemed no longer eligible to live in Lafitte Village (family housing), the resident(s) will be given seven (7) days to vacate the apartment.

4. APPROVED OCCUPANTS AND GUESTS. Apartments are not intended for occupants other than the assigned student, spouse, and their dependent children. All occupants must be approved by the Office of Residential Life.

A. No more than two (2) eligible occupants may reside in a one (1) bedroom apartment and no more than four (4) eligible occupants may reside in a two (2) bedroom apartment. Occupants must be approved via the Office of Residential Life with appropriate submitted documentation (marriage license, birth certificate, etc). The student assumes responsibility for their approved occupants; approved occupants must abide by all federal and state laws as well as university and Office of Residential Life policies. The Office of Residential Life reserves the right to remove

and ban approved occupants from Lafitte Village should their presence create cause for concern regarding the safety and well-being of the Lafitte Village community.

B. Guest(s) are not permitted to stay more than three (3) consecutive nights and are not allowed more than three (3) times during the period of this agreement. Guests will be issued a guest parking pass at the Pontchartrain Halls front desk and will be required to submit license plate and driver's license information. Residents are responsible for the actions of their guests.

5. **AVAILABLE TERMS OF OCCUPANCY.** The university will furnish the student with a Lafitte Village apartment for the requested lease terms of 6 months or 1 year according to the students' request upon application. Students needing housing accommodations prior to and after the dates outlined for each term may be subject to additional fees such as a daily housing rate or the full monthly rate of the extension lasts more than 3 days into the new month. Cancellation of the Lafitte Village Agreement are outlined in the "Acceptance, Termination and Withdrawal from Agreement" section of this document.

6. **REAPPLICATION.** Students must complete a new Lafitte Village Housing agreement each year for their housing needs. Students will receive email communication during the spring term outlining the process to re-apply for subsequent years. Failure to complete reapplication processes may impact housing reservation depending on space availability. One bedroom units will not be held for students who fail to complete their reapplication process.

7. **NOTICES.** All notices to the Office of Residential Life must be made in writing; students are encouraged to email notices to ResidentialLife@uno.edu.

8. **NON-DISCRIMINATION STATEMENT.** The Office of Residential Life abides by the University of New Orleans non-discrimination statement: The University of New Orleans does not discriminate on the basis of race, color, gender, age, religion, national origin, citizenship, sexual orientation, genetic information, retirement or veteran status.

9. **MODIFICATION OF AGREEMENT.** The above listed terms are subject to change at the discretion of the Office of Residential Life. Any changes will be published to the students' university email account and on the UNO Residential Life website.

Acceptance, Termination and Withdrawal from Agreement

1. **BEGINNING OCCUPANCY:** If the apartment is not ready on the first day of the month, the student will not owe rent for the period between the anticipated agreement start date and the actual date the student receives their keys, nor will the University be liable for damages. However, if the apartment is ready on the first day of the month and the student delays their move in, the student will owe rent beginning from the first day of the agreement. Should the student move out of Lafitte Village before the end of the lease the student is subject to charges and penalties as outlined below.

2. FAILURE TO REGISTER FOR A SEMESTER.

It is the responsibility of the resident to inform the Office of Residential Life if the resident is not registered for coursework for a semester in which the resident is scheduled to reside in Lafitte Village. A non-registered resident must vacate the apartment no later than seven (7) days from notification and will be responsible for rent payment up until the day they check-out.

3. WITHDRAWAL FROM HOUSING AGREEMENT

If the student moves out of Lafitte Village and *resigns from UNO prior to the end of the housing agreement period*, the student must provide written resignation to the Office of Residential Life and complete a proper check-out. The remainder of the agreement will be canceled. However, the security deposit will be forfeited and the student will be issued a \$750.00 cancellation fee. If the student moves out of Lafitte Village and *is still a UNO student*, the security deposit may be forfeited and the student may be responsible for the remaining balance of the lease. All early cancellations must be reviewed and approved by the Director of Residence Life.

Assignment and Occupation

1. **ASSIGNMENT AND SUBLEASE.** This agreement is for space to be assigned by the University within Lafitte Village and not for a specific floor or apartment. The University reserves the right to reassign students to a different space in Lafitte Village if re-assignment is deemed necessary. Assignment by student and/or subleasing are prohibited. Students may NOT re-assign themselves to another apartment without prior written approval from Office of Residential Life staff. No provision of this agreement shall be transferred or assigned. The university reserves all rights in connection with the assignment of rooms. Any individual who must register as a sex offender by city, state or federal regulations is prohibited from living on campus in a University of New Orleans residential facility.

2. **APARTMENT CHANGES AND CONSOLIDATION.** Requested apartment changes by the student will be assessed a cleaning fee. If for any reason, the student is required or allowed to move to a different apartment he/she will be charged or refunded the difference between the two rates (prorated for the remainder of the term). Students required to move may be charged an additional cleaning fee if their original space is left in unsatisfactory condition. Students who are notified their involvement in an apartment re-assignment will be given 7 days to move and properly check out of their original apartment.

3. **EXCHANGE WITH PRIVATEER PLACE.** Students who choose to move to Privateer Place during the term of their housing agreement in Lafitte Village must submit their request to transfer via their university email account. Failure to complete a timely check out and clean their apartment may result in additional fees outlined in the fee schedule below.

4. **RIGHT OF ENTRY AND INSPECTIONS.** The University of New Orleans shall have the right to inspect apartments periodically. Throughout the agreement period safety inspections will be performed by authorized student or professional staff members. While university officials will strive to give written notice prior to entry or regular inspection, situations may arise involving reasonable cause for entry without notice. These situations may include an immediate threat to the health, safety or property of a student, routine maintenance or pest control, health and safety inspections or for space closure and security.

Residence and Housekeeping Requirements

1. **CHECK IN PROCEDURE.** Students must check in during the designated check in time. Office of Residential Life will perform a walkthrough of the apartment and complete the check in portion of the Inventory and Condition Report Form prior to student checking in. It is important that the student note any defects or damages on their duplicate inventory form so he/she will not be held responsible for damages occurring prior to acceptance of his/her apartment. Corrected Inventory and Condition Report

Forms must be completed and turned in to the office no later than 48 hours from check-in. Complete Check In procedures are contained in the Lafitte Village Resident Handbook. Damages for which the student is responsible will be deducted from Student's Security Deposit Fee or billed to the student's account should charges exceed the amount of the Security Deposit Fee.

2. CHECK OUT PROCEDURE. Prior to moving out of Lafitte Village, students must schedule an appointment with the Lafitte Village Manager, at least twenty-four (24) hours prior to the date and time they wish to check out. Staff will perform a walkthrough of the student's room and complete the check-out portion of the Room Inventory and Condition Report Form. Rooms must be left clean, all belongings must be removed, and the room must be in good repair and order, reasonable wear and tear expected. Costs associated with damage, missing inventory or personal items abandoned will be deducted from the student's Security Deposit Fee or billed to the student's account should charges exceed the amount of the Security Deposit Fee. See the Lafitte Village Resident Handbook for further details and damage charges.

3. FAILURE TO COMPLY. Students who may be required to move due to consolidations, safety concerns or occupancy needs will be given at least 7 days to move. Should the student fail to complete their move and check out of their previous room, the Office of Residential Life may begin to charge the student for both room spaces until the check-out is completed.

4. SAFETY. The student shall adhere to the safety and security guidelines furnished in the Lafitte Village Policies and Procedures Handbook and the University Of New Orleans Student Code Of Conduct. Student shall exercise due care for their and other's safety and security. Students shall keep their apartment door locked at all times and take care not to prop any entrance or exit gates/ doors. Students shall report items of concern to Office of Residential Life staff.

5. FURNITURE/ FURNISHINGS. All apartments in Lafitte Village are unfurnished units. Students shall may no alterations, improvements, or additions to the premises without prior written approval of the Office of Residential Life professional staff. Additional furnishings (included but not limited to: clothes-washing or dish-washing portable appliances, bicycles, grills, chairs, rugs, exterior furniture, etc.) may not be added to the apartment or left in common areas such as hallways and courtyards without written permission from the Office of Residential Life professional staff. If items are left in common areas, they may be discarded by Office of Residential Life/ University of New Orleans staff.

6. KEYS. Students will be issued a physical key to their apartment which also gives them access to the laundry facilities and gates. Students are required to keep these items on them at all times and are not allowed to duplicate the keys. Should the student lose the key during the agreement term or not be able to return the key during check out procedures, additional charges will be posted to the student's account. Should professional staff consider the key replacement to also require a re-coring of the student's door, the student may be responsible for additional fees to complete the required work to re-core and have replacement keys created. Students who need to be let into their apartment via a "pass key" will be charged for the pass key service according to the fee schedule below. Tampering with, propping or dismantling locks is not allowed.

7. MILDEW/ MOLD. Mildew and mold spores exist in the air around us, mildew and mold frequently grow in damp spaces. Students are responsible for reasonable care to decrease the growth of mold and mildew in their apartments with the following techniques: Leaving the bathroom door open after showering to prevent the buildup of condensation on the walls from warm showers, reporting leaks, overflows, dampness and malfunctioning vents via the online maintenance reporting system in a timely manner, as well as regularly cleaning their shower, tub, sinks and toilets. Students should regularly use the HVAC unit in their unit as it removes moisture from the unit as a portion of its functionality.

8. **CLEANLINESS.** The student will maintain their apartments, hallways and common spaces in a manner that is clean and orderly and provides a safe, sanitary living environment. Failure to maintain the living environment (particularly in ways which may attract pests, create unsafe conditions, damage property or impact other student's living environments) may result in additional fees or referral within the student conduct process. The student is responsible for the cleaning and upkeep of their room and suite, the University of New Orleans maintains the grounds, parking lots and laundry facilities.

9. **DAMAGES.** The student shall be responsible for any damages which occur in their apartment during their time of residency that rise above the standard of regular use/ wear and tear. The student is responsible for damages caused by their guests.

10. **APPROVED USE.** The provided apartment is designated for residential use only. Use of the facility for business or other non-residential purposes is not allowed. Students may not manage a business out of their apartment, rent said room/ suite or advertise the space as available for non-residential use.

11. **DISPLAY.** Students may not display (through any means) any items visible from the exterior of the building from their windows.

12. **COMMUNITY NOISE STANDARDS.** Students must maintain a respectful noise level at all times for the best interest of the academic community living in Lafitte Village. During the hours of 10 pm- 8 am daily, however, additional care is required to abide by quiet hours. These hours occur 24 hours a day during designated study and finals periods. Students and guests may be asked to vacate the playground should noise complaints arise.

13. **PARKING.** Students' cost of their campus parking decal is included in the cost of housing. Students must register their car in the Office of Residential Life and receive a decal each semester of residence in Lafitte Village. Failure to register and/or follow university parking guidelines may result in additional fees and/or parking tickets.

14. **BICYCLES.** Students must register their bicycle in the Office of Residential Life and maintain the decal in a visible location on their bicycle while the bicycle is located at the University of New Orleans. Students must leave their bicycle in designated bike storage racks and not under stairwells or affixed to other university property. Bicycles which are not properly registered, attached to unapproved property or abandoned will be removed and submitted to the Office of Property Control according to university policy.

15. **PESTS.** While many pests including roaches, gnats and mosquitos are native to Louisiana, students must maintain their apartment in such a condition which would not attract and provide living environment conducive to pests. Bed bugs can be carried from place to place, typically when people travel/ reside overnight in different areas. Students living in an area with bed bugs may experience multiple bites during their sleep, sometimes with itchy red marks.

If a student believes their room may have bed bugs, they should notify Office of Residential Life staff immediately. Proper treatment if bed bugs are identified may result in additional charges and potential relocation as needed. Students must follow Office of Residential Life protocol once bed bugs are identified to prevent the spread of the bugs.

Property and Liability

1. **LIABILITY FOR DAMAGES OR LOSS.** The student is liable and shall pay for any damages the student or student's guest(s) causes to University property. The University of New Orleans assumes no responsibility and shall not be liable for any loss of, or damage to, the student's personal property caused from burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, lighting, wind, explosions, utility surges or interruptions, except to the extent that such injury, damage, or loss is caused by gross negligence or willful misconduct on the part of the University of New Orleans.

The Office of Residential Life urges residents to obtain their own insurance for losses due to such causes.

2. **UTILITIES/EQUIPMENT MALFUNCTIONS.** In the event of a malfunction of mechanical equipment, including but not limited to, heating, air conditioning, water, gas, electricity, sewer, cable and garbage services, University personnel shall make an effort to restore operations promptly. Obligations of the student under this agreement shall not be affected by the failure of the University to provide utilities, nor shall any claim accrue by reason thereof. If suspension of service is prolonged, the Office of Residential Life, at its sole option, may terminate this agreement and refund the remaining part of the rent.

3. **EMERGENCIES.** In the event of any emergency or other event, that, in accordance with requirements set by the City of New Orleans, the State of Louisiana, or the policies and procedures of the University, requires evacuation or other action by Student, the student must immediately comply with such evacuation order or other requirement. Partial refunds of rent are not made unless any required evacuation is prolonged and the Office of Residential Life at its sole option terminates this agreement, in which event the remaining part of the semester housing fees will be refunded to the student.

Behavioral Considerations

1. **SMOKING POLICY.** Violation of the Louisiana Smoke-Free Air Act, which prohibits the use of all tobacco products, including but not limited to electronic cigarettes, electronic nicotine delivery systems, any inhaler meant to simulate and substitute for tobacco smoking in any form, and chewing tobacco in any University facility, on University grounds or in a private vehicle on University grounds. Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted combustible plant material. (see Tobacco Free Campus policy)

2. **WEAPONS, EXPLOSIVES, AND INCENDIARY HAZARDOUS MATERIALS.** Weapons including firearms, BB guns, pellet guns, air pistols, paint guns and other toy weapons, knives with blades larger than 5 inches, explosives, and hazardous materials are NOT allowed in Lafitte Village under any circumstances. Any violation of this provision may result in immediate termination of this agreement, referral to the Student Accountability and Advocacy Office, and the student shall not be entitled to any refund for rent or the Security Deposit Fee.

3. **ILLEGAL DRUGS AND DRUG PARAPHERNALIA.** Illegal drugs and/or drug paraphernalia are NOT allowed in Lafitte Village under any circumstances. Any violation of this provision may result in immediate termination of this agreement, referral to student conduct process and additional sanctions as determined by the Office for Student Accountability and Advocacy. The University of New Orleans does not recognize medical marijuana card associated benefits and privileges.

4. **POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES.** Possession and consumption of alcoholic beverages in Lafitte Village shall be in accordance with University of New Orleans, state, and federal regulations, statutes, and policies. Any violation of this provision may result in immediate termination of this agreement, referral to the student conduct process, and the student shall not

be entitled to any refund for rent or the Security Deposit Fee.

5. **PETS.** Pets are NOT allowed in Lafitte Village with the exception of fish (no piranha/ harmful fish) in a one gallon tank. A violation of this provision and presence of other pets may result in referral to the student conduct process and/or possible termination of the housing agreement. Students with emotional support animals must contact the Office of Student Accountability and Disability Services for policy and procedure. Students with service animals are encouraged to contact the Office of Student Accountability and Disability Services for assistance.

6. **STUDENT CONDUCT.** Student shall abide by the terms and conditions of the UNO Code of Student Conduct, the UNO Student Handbook, policies and procedures of the Office of Residential Life as stated in, but not necessarily limited to, the Lafitte Village Policies and Procedures Handbook and the provisions of state and federal law. Copies of these documents are available on the UNO web site. Residents must follow the Department of Health, state, city and university regulations regarding public health. By submitting this agreement, the student hereby agrees to these terms. The university reserves the right to charge students for excess trash and or damages in a common space equally to all residents if individuals involved are not identified. (Reasonable attempts will be made to identify the individuals involved before a group billing process occurs). The university does not attempt to define appropriate behavior in every scenario. Students should use common sense and be sure that their conduct is, at all times, consistent with that expected of a mature, responsible individual who holds the high ethical standards of the University of New Orleans.

7. **DEFAULT.** The student's breach or default of any provision of this agreement will entitle the University to evict the student and the other residents of the apartment or take other action in its discretion.

Payments and Eligible Refunds

1. **APPLICATION FEE/SECURITY DEPOSIT.** A refundable Security Deposit of \$250 is required along with a non-refundable application fee of \$100 when the application for housing in Lafitte Village is submitted. These amounts shall be due prior to assignment to an apartment and can be made when completing the Lafitte Village application online. The security deposit shall be refunded at the conclusion of the agreement if all outstanding balances with the university have been cleared and a proper check-out procedure has been followed. The apartment must be left in good order, with all personal property removed and cleaned and free from damages for the Security Deposit to be credited to the students' university account.

2. LAFITTE VILLAGE HOUSING RENTAL RATES.

The rates listed in the fee schedule below apply to residency in Lafitte Village during the period of the Lease. All rates include utilities, use of laundry facilities, internet, local telephone and basic cable television service. Rates may change if lease spans a new academic year with approval of the University of Louisiana System Board. If new rental rates are approved, they will begin in August of the academic year.

3. SECURITY DEPOSIT AND RENT PAYMENTS.

All Lafitte Village charges including rent charges are posted to the resident's Webstar account. The student may complete payments online or at the Bursar's Office. If student fails to submit rent payment by the 15th of the month, the \$35 late fee will be assessed by the Office of Residential Life. Additional late fees may apply by the Bursar's Office according to their fee schedule. Failure of rent payment will result in lease termination. The Office of Residential Life shall give the resident notice of termination and

will allow seven days in which to vacate the premises. The resident will be responsible for rent payment up until the day they vacate.

The University reserves the right to withhold grades, future registration, and transcripts until all outstanding debts are paid. Outstanding debts are submitted to the State of Louisiana Attorney General's Office or other collection agency for debt collection service 3 months after the final due date. Students whose debts are submitted to the Attorney General for debt collection may accrue additional debt service, court costs and attorney's fees.

8. SECURITY DEPOSIT REFUNDS AND FORFEITURES. If the student has submitted all credentials necessary for consideration for enrollment and enrollment is denied, the security deposit will be refunded. If the student resident completes the housing agreement period and moves out without any damage to the apartment and no debt is owed to the university, the security deposit will be refunded. If the student resident moves out prior to completing the agreement period, the security deposit will be forfeited. If the student resident is required to vacate Lafitte Village as a result of student conduct action/adjudication, the security deposit will be forfeited.

Lafitte Village Fee Schedule

2023-2024 Housing Rates listed below are charged per student.

One Bedroom Unfurnished Apartment: \$810 per month (Student rate)
One Bedroom Unfurnished Apartment: \$850 per month (Faculty/ Staff rate)
Two Bedroom Unfurnished Apartment: \$910 per month (Student rate)
Two Bedroom Unfurnished Apartment: \$960 per month (Faculty/ Staff rate)
**If additional services are provided, additional fees may apply.

Potential Fees and Charges		
Application Fee	\$100	Required Before Assignment
Security Deposit	\$250	Required Before Assignment
Buy- Out Fee	\$750	Assessed to any student who terminates their housing agreement. Students' security deposits will also be forfeited
Improper Check out Fee	\$200	Assessed if student is not properly checked out by the final day of their agreement. Student must complete a timely check-out including the removal of all of their property and return of issued keys to avoid an improper check out fee.
Late Fee	\$35	Charged to students who have not paid their rent in full by the 5 th day of the month or whose direct debit process is returned for insufficient funds.

Holdover Charge	Monthly rent or Daily rate per apartment type depending on length of holdover.	Assessed for each day a student and/ or their belongings remain in a room past the last day of the previous term.
Student Belonging Storage/ Disposal Fee	\$300	Items are stored for a maximum of 30 days. Property will be disposed of after 30 days.
Lost Room Key	\$50 per key	Assessed if a student does not return their key(s) upon check out.
Lock Change Fee	\$100	\$50 for lock change + \$50 for key replacement
Cleaning Fee	\$50 per room	Assessed if student requests to move. Also assessed to students required to move for consolidation purposes if room space is not cleaned prior to check out.
Damages	Determined by Facility/ Res Life Professional Staff	Assessed if damages are found in a room excluding normal wear.
Early arrival	Determined by date of early arrival	Less than one week early: daily room rate. More than one week early, the student is charged the monthly rent amount for the previous month.