



Tulane Graduate Housing
Deming Pavilion 2022-2023 Contract
204 S. Saratoga St., New Orleans, Louisiana 70112
Office: 504.988.6275 Fax: 504.988.6213

Terms and Conditions

1. Application Process
 - a. Completed application form must be submitted to the Deming Pavilion Management Office (the “Management Office”) for review and approval with a security/damage deposit and completed original signed contract.
 - b. When the application is approved, the Tulane University Graduate Housing manager (the “Manager”) will inform the applicant by telephone or email of the acceptance.
2. Period of Contract - Housing Charge Adjustments
 - a. This contract is for the time period indicated below and when approved entitles the applicant to occupy all or part of an apartment assigned by the Manager in the Deming Pavilion Graduate Housing (“Deming Pavilion”).
 - b. Residents must inform the Manager in writing sixty (60) days prior to the end of the current contract if they wish to sign a new contract. Failure to do so may result in no or limited availability.
 - c. The Management Office adjusts housing charge amounts on an annual basis. IN the event the effective date of an annual adjustment falls within current contract term, the resident will be required to pay the adjusted housing charge one month after the effective date of the adjustment.
 - d. If your contract begins between the first (1st) and fifteenth (15th) of the month, you will be charged a full month. If your contract begins the sixteenth (16th) to thirty-first (31st) of the month, you will be charged one-half month’s housing charge. If your contract ends by fifteenth (15th) of the month, you will be charged one half month’s housing charge and the sixteenth (16th) through end of month is a full month’s housing charge.
NO EXCEPTIONS.
3. Check-In
 - a. Resident must check-in with the Management Office on the day of arrival or the next business day during office hours.
 - b. Residents must complete and sign room condition report within 24 hours of arrival. Room condition report will be used at the end of the term to complete another room condition report to assess any damage for excess wear and tear or other damage due to the University. Such damage will be deducted from the housing deposit.
 - c. Apartments or rooms not claimed within 10 days of contract start date will be forfeited.
4. Check-Out
 - a. Rooms will be inspected after resident moves out. If the deposit is refunded, it will be mailed to the resident or placed on student account after the apartment is vacated. Refunded deposits will be mailed to the resident’s last known address. Residents are therefore encouraged to keep an up-to-date address on file with the University.

- b. Apartment must be cleaned and vacated by resident prior to inspection. **Failure to leave the apartment clean and free of trash will result in a charge of \$100.00 from the housing deposit and/or charged to the resident's account.** A copy of the room condition report will be provided to the resident.
 - c. Resident must vacate the apartment by midnight on last day of contract. Failure to vacate will result in a charge of \$100.00 per day from the housing deposit and/or charged to the resident's account.
5. Eligibility
- a. Housing is not guaranteed and is based on availability.
 - b. Tulane University Graduate level students, faculty, staff, and other Tulane University-affiliated parties are eligible.
 - c. Housing application must be completed through Tulane's Housing Portal.
 - d. Any residents who violate any terms listed in this housing contract, of the provisions of the Tulane University Code of Student Conduct (the "Code of Conduct"), the Deming Handbook provided to each resident, Tulane's public health emergency expectations, or any law or ordinance, may be declared ineligible to reside in the Deming Pavilion and Tulane University may terminate their rights under this contract. Any resident who is found to be ineligible must vacate their apartment in Deming Pavilion within forty-eight (48) hours of notification.
 - e. Residents who are no longer affiliated with Tulane University such as for disciplinary or academic reasons or withdrawal of student from the University for any reason or termination of employment must inform the Manager as soon as possible and vacate Deming Pavilion within forty-eight (48) hours of notification. Residents who become ineligible due to expulsion from the University must vacate immediately.
6. Cancellations, Refunds, and Penalties
- a. Residents who fail to cancel their contract in writing thirty (30) days prior to the contracted start date will forfeit the entire housing deposit and first months' housing charge.
 - b. Applicants who do not claim their assigned apartment within ten (10) days of contract start date will forfeit the housing deposit and first months' housing charge and the contract will be void.
 - c. **Residents who violate the terms of this contract, whether by vacating the premises prematurely or by violating any of the other terms of their contract (including, without limitation, the rules, policies, and regulations set forth below), will forfeit the deposit and owe Tulane University one (1) months' housing charge, and must vacate the apartment immediately upon request by the Management Office.** Without limiting the generality of the foregoing, the Management Office may require any resident who has not paid, within forty-five (45) days of the due date, the full amount of housing charge that is owing at any time during the term of this contract, to immediately vacate the apartment.
 - d. Residents who fail to follow the Check-In and Check-Out procedures set forth will be subject to the penalties listed in the Check-In and Check-Out section of this contract.
 - e. Any refund is contingent upon compliance with the terms of this contract.

- f. Refunds, if applicable, will be credited to the resident's account with Tulane University or will be paid by check.

7. Assignments

- a. Tulane University Graduate Housing cannot guarantee a resident a particular type of accommodation. The assignment of apartments will be made on a first-come, first-served system based on availability of housing space.
- b. The resident understands that all assignments are made without regard to race, color, religion, national origin, or sexual orientation.
- c. Tulane Graduate Housing reserves the right to modify assignments based on, but not limited to, disciplinary reasons, health, safety, catastrophe, closing of Tulane University, or irresolvable incompatibility of roommates.
- d. Tulane University Medical Housing reserves the right to re-assign a resident temporarily or permanently.
- e. If a vacancy occurs within a single bedroom in a multi-bedroom apartment, a resident of that multi-bedroom apartment shall the option of (1) finding a new roommate who is eligible resident who must not be a current resident of Deming Pavilion) within thirty (30) days after the vacancy occurs or (2) accepting a roommate assigned by the Management Office. If a replacement is not found or accepted within thirty (30) days, the resident has the option of (1) remaining the sole occupant and assuming the cost of the entire housing charge for the apartment or (2) moving to a single resident apartment at the current housing charge amount applicable to such single resident apartment.
- f. Assignment changes must be authorized by the Management Office. Unauthorized changes will terminate the resident's right to remain in Deming Pavilion and the resident will forfeit the housing deposit and owe three months' housing charge to Tulane University.
- g. Apartments may only be occupied upon start of the contract period and then only by the person or person(s) signing the contract. No other person may reside in the assigned apartment. The apartment may not be sublet. No resident may assign their interest in this contract to any other person.
- h. If a spouse or domestic partner are approved to live in Deming Pavilion with the resident, there will be an additional charge per month to the already listed rates. The listed rates are per month, and they are based on single occupancy.

8. Furnishings

- a. Tulane University assumes no liability for loss or damage to a resident's personal property due to fire, theft, flooding, or other causes. The temporary failure or interruption of water, heat, or utilities shall give residents no claim for damages or reduction of the housing charge.
- b. No resident may rearrange any stationary furniture, or remove any furniture from any room in his or her apartment. Additionally, no resident may move any furniture belongings to Tulane University into any room in their apartment that was note originally intended to be in that room. Under no circumstances may residents bring beds, mattresses, or box springs into any apartment.

- c. Tulane University reserves the right to levy and collect charges for damages, unauthorized use, or alterations to rooms, furniture, or equipment.
 - d. No resident may install any major appliances, such as a stove, clothes washer or dryer, dishwasher, air conditioner, food freezer, or refrigerator in any apartment; in addition no resident may install equipment, make alterations, paint, or perform any repairs in any apartment without having first obtained written permission from the Manager. [NOTE: small refrigerators (5 cubic feet or smaller) are permitted.]
 - e. Water beds and modifications of intended use of room furniture are prohibited.
 - f. Tulane University agrees to provide reasonable amounts of heat, water, and electricity during the contract period. Interruptions of any or all of these services on a temporary basis for reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract and Tulane University assumes no responsibility for direct or consequential damages such as food spoilage. If an interruption in services occurs, Tulane University agrees to restore the affected service as soon as practicable.
 - g. Tulane University shall make every effort to have the apartment ready for occupancy by a resident on the date this housing contract commences, but Tulane University shall not be liable for damages for failure to deliver the apartment at the time stipulated in this housing contract. If Tulane University is not able to deliver the apartment within thirty (30) days after the date set forth in this housing contract, the resident's application, housing deposit, and all advance housing charge payments shall be refunded upon written request to the Management Office.
 - h. Tulane University will take reasonable measures to ensure all electrical, plumbing, heating and air conditioning systems and kitchen appliances are in working condition at the start date of this contract. If a resident finds at the time of occupancy that any of such systems or appliances are not in working condition, Tulane University will bear the cost of necessary repairs.
 - i. Tulane Telecommunication Service charges are the direct responsibility of the resident for both basic and long-distance services.
 - j. Parking near Deming Pavilion or at a Tulane University facility is a separate contract than this. You will need to contact Parking Services to receive additional information on their contract and rates.
9. Care of Facilities
- a. The resident agrees to be directly financially responsible for keeping the apartment and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property, and to advise the Manager of any deteriorated conditions in the room or of its furnishings.
 - b. Upon vacating the apartment for any reason, resident shall ensure that the apartment and all of the fixtures and furnishings in the apartment are in good condition, excepting ordinary wear and tear. Resident shall clean the apartment, including stove and refrigerator, bathrooms fixtures, and floors and walls, and shall remove all trash from the apartment. To the extent that thorough cleaning is not performed, or the fixtures and furnishings are not left in good condition, Tulane University shall take any actions it deems necessary to restore the apartment to good condition at the resident's expense.

- c. Any damages noted on the room condition report at the end of the housing contract will be deducted from the housing deposit.
- d. Resident shall pay Tulane University for any cost of expenses necessary to repair damage to the apartment. With respect to a two-bedroom unit, a resident shall be responsible for such damage to his or her own bedroom and shall be charged one-half of the damage to the common areas within the apartment.
- e. The resident agrees to the use of public areas and residential corridors in a careful and proper manner and to contribute to the orderliness of all areas used by residents and guests. In addition, the resident agrees not to cause or permit anything to be displayed in the public areas of Deming Pavilion without the express permission of the Manager.
- f. All residents shall have the responsibility of placing their garbage in sealed bags or similar sealed containers, and depositing such bags or containers, when reasonably necessary to maintain sanitary conditions, in designated Deming Pavilion building garbage containers.
- g. Tulane University reserves the right to remove and/or prohibit any sign, notice, drawing, or other posted material from resident's door. No resident may block any of the hallways with toys, bikes, or furniture or other material at any time.

10. Rules, Policies, and Regulations

- a. Violations of any policies outlined below may result in immediate termination of a resident's right under this housing contract and may result in referral through the Tulane University judicial system. The Code of Conduct outlines the judicial process. Violations of residence hall policies are viewed as violations of the Code of Conduct and will be handled as such. Tulane University may modify, or promulgate additional, rules and regulations at any time. In the event of any inconsistencies, the term of this housing contract will control.
- b. Weapons
 - i. The Code of Conduct and this contract prohibit, among other matters, the following:
 - 1. The use of weapons that can cause bodily harm to the bearer or another individual. In unclear cases, the context in which a particular object was used will determine whether it is indeed a weapon.
 - 2. Possession in Deming Pavilion of any object designed to inflict injury. Weapons in this category, include, but are not limited to, firearms, stun guns, pellet guns explosives, ammunition, bows and arrows, knives, and slingshots.
 - 3. Possession of fireworks (firecrackers, bottle rockets, etc.) of any variety, manufactured either by an individual or a company.
 - 4. Possession of explosives or dangerous chemicals.
- c. Disorderly Conduct
 - 1. No resident may disrupt another student's attempts to study or sleep or disturb student residence hall activities. Quiet hours are maintained from 10:00pm each night until 8:00am the following morning, expect that on Friday and Saturday nights, quiet hours will not start until

midnight, and on Saturday and Sunday morning, quiet hours will not end until noon. During exam periods, quiet hours are 24 hours.

2. At no time shall Residents or their guests use mechanical or audio devices in a manner that disturbs the peace of other residents of Deming Pavilion. At no time shall any resident direct speakers or other audio devices toward the exterior of Deming Pavilion.

d. Alcohol and Drugs

1. The policy concerning the use of drugs and alcoholic beverages in Deming Pavilion is as follows:

- a. Residents who are legal drinking age in Louisiana (21 years of age) may possess and consume alcoholic beverages but only as a private activity in their apartment. Residents who are of legal drinking age as determined by Louisiana law may also consume alcohol at private events registered in advance with the Management Office.
- b. Possession of kegs, party balls, or large quantities of alcohol (as determined by the Manager) is not permitted in a resident's apartment.
- c. Residents are legally responsible for their actions regardless of mental or physical conditions, including those induced by alcoholic beverages.
- d. Open containers of alcohol are not permitted in the hallways, lounges, elevators, stairwells, or areas adjacent to the Deming Pavilion building.
- e. Alcoholic beverages may only be served to third parties at events or programs registered in advance with the Management Office, and then only to individuals of legal drinking age as determined by Louisiana law.
- f. Illegal use of drugs is strictly prohibited.

e. Theft

1. Theft of services or theft of property owned by an individuals of Tulane University will not be tolerated. Theft shall also include the movement of Tulane University property from its authorized location. Tulane University is not responsible for the personal belongings of individual residents. Each resident or student should secure his or her own property.

f. Tampering

1. No resident is allowed to disturb or disable the fire alarm, smoke detectors or other safety devices whether or not those devices are located in the resident apartment or the common areas. Residents may not tamper with or disable the power source for any university-owned device or equipment, including the safety devices described above. Any attempt to do so will result in a \$300 fine and may result in other

disciplinary action in accordance with the University's disciplinary policy including, but not limited to, termination of this housing contract.

g. Bikes

1. Bicycles may not be parked in exit/entry ways, corridors, stairways, or beside doors. Gasoline powered bikes (mopeds) and motorcycles are not permitted inside the Deming Pavilion building.

h. Pets

1. Animals, with the exception of approved service animals, approved emotional support animals, and tropical fish, animals are not allowed in Deming Pavilion. If a prospective or current resident with a disability wishes to bring a service animal or emotional support animal into the residence, they should apply for a reasonable accommodation through the Goldman Center for Student Accessibility. The application is located on the Goldman Center website.

i. Guest Policy

1. While guests are in Deming Pavilion, residents are responsible for the actions of their guests. Residents are permitted to have bona fide overnight guests in their rooms, limited to no more than three consecutive nights. Tulane University reserves the right to assess residents with a fee for overnight guests. **During Mardi Gras, all guests must be registered with the Management Office and must carry, at all times, guest passes issued by the Management Office. Guest passes are non-transferable and can be voided by the Manager at anytime for any reason. There is a fee for all guest passes during Mardi Gras. The Management Office may revoke or modify the Guest Policy at any time.** Please remember that residents are responsible for the actions of their guests.

j. Solicitation

1. No person, including any Tulane University students, faculty, or staff, may solicit or conduct any business in Deming Pavilion that is not official Tulane University business.

k. Storage – Personal Possessions

1. No personal items may be stored anywhere in Deming Pavilion over summer break. Tulane University reserves the right to dispose, without compensation, of all such stored items or any items left in an apartment after the expiration of a resident's contract, or in the event a housing contract is terminated because a resident does not comply with its terms. In the event of hurricane, natural disaster or other emergency, Tulane University may remove and store resident's personal possessions, but will not assume liability for damage or loss. In the event Deming Pavilion is closed because of hurricane or other emergency, residents must take with them all of their valuable possessions.

l. Keys

1. Keys may not be loaned or made available to anyone other than an assigned resident of that apartment. Residents may not create duplicate keys.
2. Residents agree to pay a replacement fee designated by the Manager for damaged apartments keys. Also, resident agrees to pay to change the locks anytime a key is lost, missing, or copied.

m. Entry

1. Tulane University reserves the right to cause its authorized personnel to enter an apartment for inspection and repair, for disciplinary purposes upon reasonable cause of suspected violations of the Code of Conduct, to determine occupancy, and in the event of an emergency. Authorized personnel may also search and seize items related to illegal activity or violation of Tulane University policies.
2. Residents may not use forced or unauthorized entry into an apartment or resident's room. Forced entry includes any force exerted against a person or physical structure.

n. Fines

1. Tulane University through the Manager reserves the right to levy and collect disciplinary fines or charges for violation of the Code of Conduct or the provisions of this contract.

o. Smoking

1. Deming Pavilion is a smoke-free facility. Smoke in any room within Deming Pavilion may result in immediate termination of this contract and the loss of the housing deposit.

p. Student Responsibility

1. Residents are responsible for conduct in accord with Tulane University policies and regulations, as in effect from time to time.
2. Residents are responsible for complying with any house rules established by Tulane University Graduate Housing, and any additional policies and regulations as Tulane University Graduate Housing may specify for the safety, care, cleanliness, and preservation of good order in Deming Pavilion.

q. Requirement to Vacate in Emergency

1. In the event administrations of the University orders one of more Tulane campuses to close because of a hurricane, natural disaster, or other emergency, the Management Office may require residents to vacate their apartments, until further notice from the Management Office, without any credit for housing charges paid.

r. Liability

1. Tulane University does not assume responsibility for a resident's or any other person's loss of money or valuables, or for the loss of, or damage to personal property. The University strongly encourages residents to obtain insurance coverage protecting the resident's personal property.

If a resident does not have insurance coverage, the entire amount of any loss or damage to personal property is the responsibility of the resident. You can visit the University Housing website (<https://risk.tulane.edu/content/personal-property-or-liability-insurance>) to view information concerning coverage options. Tulane University does not endorse any company listed on the website.

s. Modifications

1. This agreement may be modified or amended only in writing. No one at Tulane University has the authority to make oral modifications to this agreement and no resident may rely on any representations outside this agreement.

t. Disclosure of a Crime

1. If, prior to commencing occupancy of an apartment, a prospective resident has been convicted of, pled guilty to, or pled nolo contendere to, any misdemeanor, felony, or other crime (including any convictions by military trial), it is the prospective student's responsibility to inform, the Manager on their housing application, before the resident commences occupancy. The resident must provide a description of the conviction or plea, the date the conviction or plea occurred, the location of the court, the disposition of the case, and an explanation of the circumstances surrounding the conviction or plea. If the conviction or plea occurs after the resident begins occupancy, the resident must notify the Manager, in writing, within five (5) days of such conviction or plea. If a resident fails to notify the Manager as provided in this paragraph, the Manager may immediately terminate the resident's housing contract with Tulane University, and require the resident to vacate immediately. Upon receipt of the notice of conviction or plea described in the preceding paragraph, the Manager will consider the information provided by the resident and the Manager retains sole discretion to assess whether to terminate the resident's housing contract with Tulane University, and require the resident to vacate immediately.