

LMU VISITING FACULTY HOME
RENTAL AGREEMENT AND POLICY

Loyola Marymount University owns and operates one or more residential homes within walking distance to the Westchester campus. These homes are designated as “visiting faculty” homes and are managed under the Policy outlined in this document.

- 1) **Allowable Renters and Prioritization:** The LMU visiting faculty homes are intended to be used as a shorter-term living solution for visiting faculty members, including postdoctoral teaching fellows. Visiting faculty members on sabbatical from other Universities may be considered if rooms are available. The homes will not be rented to students (undergraduate or graduate), LMU staff, or temporary employees (e.g. consultants to the University). The homes will not be used as a hotel or vacation rental.
- 2) **Minimum and Maximum Rental Periods:** The minimum rental period is 31 days and the maximum rental period is 365 days. Longer stays must be requested in writing and approved by the LMU Faculty Housing Office in advance. A two-week notice must be given to the LMU Faculty Housing Office prior to moving out.
- 3) **Occupancy and Capacity:** *Each bedroom is single occupancy only with no exceptions.* Maximum property occupancy is based on the size of the home with one tenant per room. Tenants will be assigned a room by the Faculty Housing Office and may also be assigned a shared full bathroom with one other Tenant. Bathrooms are shared on a same-gender basis only. Tenants are expected to keep shared bathrooms clean and tidy.
- 4) **In-Residence Property Manager (“IRPM”):** The LMU Faculty Housing Office will select one qualified, tenure-line LMU faculty member to reside in a visiting faculty home full time. The IRPM is responsible for various on-site property management duties including rental booking, check in/out, room keys, ordering supplies, and enforcing this Policy. Tenant needs and concerns should be discussed directly with the IRPM. The IRPM and the home are overseen by the LMU Faculty Housing Office located in 4900 University Hall.
- 5) **Rental Rates and Payment:** Current rental rates are \$1,200 per month for a standard room. Larger master bedrooms may rent for higher depending on relative size. Rent is paid via automatic Payroll deduction only. At time of check-in Tenant will authorize via written agreement bi-weekly (or semi-monthly, whichever is relevant to Tenant) Payroll deductions based on expected stay. The LMU Faculty Housing Office will work with IRPM and Payroll to ensure accurate and timely deductions. Rental rates may be subject to change at the LMU Faculty Housing Office discretion. A minimum of 60 day notice will be provided to Tenants should this occur.
- 6) **Furnishings and Supplies:** The property is fully furnished, and each bedroom includes full bedding and bath towels. The homes typically do not have air conditioning. Also provided for Tenant use are washer/dryer, kitchenware, paper goods, laundry detergent, hand soap, and light cleaning supplies. All other items are the responsibility of the Tenant. Tenants may not remove any items from the home as this may result in an additional charge.

- 7) **Covered Expenses:** The LMU Faculty Housing office will cover gardening, utilities (water/trash/electricity), cable/internet, housekeeping, normal maintenance, and supplies previously indicated. All other items and expenses are the responsibility of the Tenant. The home does have secure WiFi and a code will be provided upon check-in.
- 8) **Parking and Garage:** Tenants may not utilize on-site parking or garage. Tenants with cars are required to park on the street or on the Westchester campus. Visitor parking is not available on the premises.
- 9) **Visitors:** Each Tenant may have one visitor at a time during the hours of 9:00 am and 12:00 am. Visitors are allowed in downstairs communal areas only. Visitors are not allowed upstairs or near/in bedrooms. A visitor is any person other than the Tenant.
- 10) **Housekeeping:** Once recovered from COVID-19, the property will be cleaned professionally once per month in shared communal areas only (i.e. kitchen, living room, dining room, communal restroom). Communal areas are those that visitors may utilize. Individual bedrooms and bathrooms are the responsibility of the tenant. All laundry including sheets/towels is also the responsibility of the Tenant. In an effort to conserve water, the University requests that each Tenant limit their laundry usage to two loads per week if possible. Housekeeping staff used by the University is licensed, bonded, and insured.
- 11) **Common Areas:** Common areas include the kitchen, living rooms, office, laundry room, and guest bathroom. Please respect other Tenants and make every effort to keep common areas clean and tidy. Tenants are expected to do their own dishes, throw out old food, and wipe counters after cooking. Please refrain from cooking food with strong odors.
- 12) **Candles and use of fireplaces are prohibited:** Tenant agrees not to burn any candles on or near the property or use the fireplace.
- 13) **No Pets:** No animals are allowed on the premises at any time.
- 14) **Smoking:** This is a non-smoking property inside and out. Evidence of smoking on or near the property shall incur an additional \$150 cleaning fee that will be automatically charged via Payroll deduction.
- 15) **Safety, Security, and Personal Belongings:** Each individual bedroom has its own separate lock and key, and each Tenant is responsible for locking their assigned room AND the front/back/side doors upon arrival or departure. Neither the University nor the IRPM is responsible for lost or stolen personal items. The IRPM and the LMU Faculty Housing Office both maintain copies of all keys in a secure and locked format. The home has two fire extinguishers and a smoke alarm system. A list of emergency contact numbers will be provided at check-in and are posted in the house.
- 16) **Quiet Hours:** Out of respect for other Tenants, the property will observe quiet hours between 10:30 pm and 6:30 am each day.

Definitions: The "Tenant" is the person whose name appears below and who accepts responsibility to pay for any damages caused by themselves or anyone in their party. The "Owner" is Loyola Marymount University.

Right to Inspect: The Owner has the right to inspect the premises at any time if Owner has reasonable cause to believe the Tenant or any other person is misusing or damaging the premises or furnishings therein.

In the Event of Emergency: The Owner may cancel accommodations at any time. Full refunds may be offered depending on the situation at hand. Every effort will be made to help find suitable substitute accommodations in the event of an emergency.

Interruption of Service: Owner shall not be held liable for interruption of service that is beyond Owner's control. Tenant may not end this agreement because of service interruption.

Attorney's Fees: Tenant agrees to pay reasonable attorney's fees and court costs, if any, incurred by the Owner in enforcing this contract in court or otherwise to recover costs of damages.

Care and Maintenance: Tenant accepts the property in its present condition and agrees to take good care of the property and agrees to cover any loss, breakage, or damages. This care also includes not making alterations, additions, repairs or improvements and/or removal of the Owner's personal property without prior approval of the Owner.

Hold Harmless: Tenant agrees to hold Owner harmless for any liability for damage to self or property, resulting from accident or injury, or loss of enjoyment. Owner will assume no personal liability with respect to Tenant, Family of Tenant, or Visitor. In no event shall the Owner be liable to Tenant for any consequential or indirect damages, injury or for pain and suffering incurred by Tenant in connection with this Rental Agreement. The Owner will not be responsible for any loss or theft of possessions with regard to Tenant, Family of Tenant, or Visitor to the premises. The use of stairways, balconies, driveways and grounds, as well as electric appliances is at the Tenant, family of Tenant, or Visitor's own risk.

Renters Insurance: Tenant may, at tenant's own expense, purchase renter's insurance to insure against loss or damage of tenant's personal property.

This Agreement may be amended only by a written agreement executed by Owner and Tenant. All discussions, understandings and agreements, whether written or verbal, between parties, shall be governed and interpreted under the law of the State of California. If for any reason the Owner cannot deliver the property for the specified term, the Owner will refund all money collected. By affixing his (her) name to this Rental Agreement and Policy, it is understood that the Tenant has read and agreed to all the above terms and conditions. Should the Rental Agreement and Policy conditions be breached at any time by Tenant, this may be grounds for immediate eviction.

COMPLETE AND SUBMIT FORM TO LMU FACULTY HOUSING OFFICE, UHALL 4900 or Faculty Housing@lmu.edu

Tenant Full Name and Signature: _____

Tenant Cell # and e:mail address: _____

Tenant Desired Dates of Occupancy (31 day minimum): _____

Tenant Agrees to Bi-Weekly Payroll Deductions For Rental Payments During Stay (Initial): _____

PAYROLL: Credit to 71-2-32600-xxxxx-4785