

# EXTRACT OF THE RESIDENCE AGREEMENT ON RULES AND REGULATIONS FOR THE STRASBOURG C.R.O.U.S. STUDENT RESIDENCE HALLS

adapted to short-term accommodation or guests bound by a special agreement (groups, etc)

THE C.R.O.U.S. (CENTRE RÉGIONAL DES ŒUVRES UNIVERSITAIRES ET SCOLAIRES/REGIONAL CENTRES OF STUDENT SOCIAL SERVICES) OF THE ACADÉMIE DE STRASBOURG (THE REGIONAL EDUCATION AUTHORITY) IS A PUBLIC ADMINISTRATIVE ESTABLISHMENT. PURSUANT TO THE ORDER OF 21 JULY 1970, IT ALLOCATES UNIVERSITY HOUSING UNDER ITS MANAGEMENT TO STUDENTS WHO MEET ADMISSION OR READMISSION REQUIREMENTS, GIVING PRIORITY TO SCHOLARSHIP/GRANT RECIPIENTS BASED ON SOCIAL CRITERIA.

ALL RESIDENTS ADMITTED TO UNIVERSITY HOUSING AGREE TO RESPECT THE RULES AND REGULATIONS CONTAINED HEREWITH AND HAVE FULL KNOWLEDGE AND UNDERSTANDING OF SANCTIONS APPLICABLE IN CASE OF BREACH OF THESE PROVISIONS. THESE RULES AND REGULATIONS, APPLICABLE TO ALL TRADITIONAL STUDENT RESIDENCE HALL CAMPUSES OF THE ACADÉMIE DE STRASBOURG C.R.O.U.S., GOVERN THE RELATIONSHIP BETWEEN THE C.R.O.U.S. AND RESIDENTS. IT AIMS SPECIFICALLY AT MAINTAINING A HARMONIOUS LIVING ENVIRONMENT IN THESE ESTABLISHMENTS. IT IS HOWEVER UP TO THE RESIDENTS THEMSELVES TO ENSURE THAT THE RULES ARE OBSERVED AND THAT PRINCIPLES OF COMMUNITY LIFE ARE RESPECTED.

THESE RULES AND REGULATIONS CAN BE MODIFIED BY VOTE OF THE ACADÉMIE DE STRASBOURG C.R.O.U.S. BOARD OF ADMINISTRATORS.

TITLE I – SPECIFIC PROVISIONS PERTAINING TO SHORT-TERM RESIDENTS (INDIVIDUALS OR GROUPS)

#### ARTICLE 1 - PRIVILEGES

SHORT-TERM RESIDENTS are admitted for short periods of time, either following examination by the CROUS of their personal situation, or in application of a housing agreement between a partner organisation and the CROUS, in which case their social situation is not taken into consideration nor are they required to attest to meeting specific criteria. The obligation to complete a Student Social Services form or an International Student Housing form between 15 January and 30 April does not apply to them. THEY WILL PAY THE RATES CURRENTLY IN FORCE, DECIDED EACH YEAR BY YOTE OF THE CROUS BOARD OF ADMINISTRATORS.

INDIVIDUAL SHORT-TERM RESIDENTS agree to pay the entire amount of the rental fees due for their stay, i.e. (unless specific provisions apply) for the occupation period between 1 September and 31 August of the following year. In the case where there is an agreement which fully covers the accommodation cost, particularly for groups, the partner organisation pays the rental fees and other fees and charges related to their occupancy, in lieu of the short-term resident.

For stays of less than two months, SHORT-TERM RESIDENTS are not required to submit a Guarantor Agreement Form. However for all stays exceeding two months a natural personal must act as guarantor for the resident. The guarantor must fill out and submit the Guarantor Agreement Form prior to the resident's arrival.

# TITLE II – TERMS AND CONDITIONS OF STUDENT HOUSING OCCUPATION

# ARTICLE 3 - RIGHT OF OCCUPATION

THE RIGHT OF OCCUPATION IS STRICTLY PERSONAL AND CANNOT BE REASSIGNED.
THIS AGREEMENT IS NOT, UNDER ANY CIRCUMSTANCES, A LEASE.

RESIDENTS THEREFORE MAY NOT HOUSE OTHER PEOPLE IN THEIR ROOMS, NOR TRANSFER TO ANYONE THEIR RIGHT OF OCCUPANCY WHICH IS PRECARIOUS AND REVOCABLE. RIGHT OF OCCUPATION WILL BE TERMINATED IF RENTAL FEES ARE NOT PAID OR IF THE RESIDENT'S STUDENT STATUS CHANGES FROM MATRICULATED TO NON-MATRICULATED.

IF THE ABOVE-MENTIONED TERMS OF OCCUPATION ARE NOT RESPECTED, THE RESIDENT MUST LEAVE THE PREMISES.

RESIDENTS NOT READMITTED TO STUDENT HOUSING, OR EXCLUDED UNDER TITLE IV OF THIS AGREEMENT, ARE NO LONGER ENTITLED TO RIGHT OF OCCUPATION.

ACCORDINGLY, THEY ARE IMMEDIATELY LIABLE FOR OCCUPANCY COMPENSATION CALCULATED ON A PRO RATA TEMPORIS BASIS OF THE UNWARRANTED OCCUPATION. SUCH AN OCCUPANT MUST PAY ALL MONIES DUE BEFORE VACATING THE PREMISES. BENEFITS PAID BY THE FAMILY ALLOWANCE FUND (CAISSE D'ALLOCATIONS FAMILIALES-ALS) WILL BE SUSPENDED FOR RESIDENTS NO LONGER ENJOYING RIGHT OF OCCUPATION. THE ACADÉMIE DE STRASBOURG C.R.O.U.S. WILL

SYSTEMATICALLY RETURN TO THE ALS UNDULY RECEIVED BENEFIT PAYMENTS.

### ARTICLE 4 - ARRIVAL AND DEPARTURE

AN INVENTORY OF FIXTURES/CONTRADICTORY INVENTORY CARRIED OUT BY THE ADMINISTRATION, IN THE PRESENCE OF THE RESIDENT OR THE RESIDENT'S DULY AUTHORISED PROXY, SHALL PRECEDE THE ISSUING OF ROOM KEYS/KEYCARDS, TO AVOID ANY SUBSEQUENT DISPUTES. THE ROOM FURNISHINGS REMAIN THE EXCLUSIVE PROPERTY OF THE C.R.O.U.S. THE INVENTORY OF TITLE TRADICTORY INVENTORY FORM SHALL BE SIGNED BY THE RESIDENT OR THE RESIDENT'S DULY AUTHORISED PROXY, THEREBY ATTESTING TO THE RESIDENT'S AGREEMENT WITH THE ARRIVAL AND DEPARTURE INVENTORIES.

THE CAMPUS MANAGEMENT OFFICE MUST BE INFORMED BY REGISTERED POST WITH ACKNOWLEDGEMENT OF RECEIPT IN CASE OF EARLY TERMINATION OF OCCUPANCY (SEE ARTICLE 2), WITH ONE MONTH'S NOTIFICATION.

THE ROOM FURNISHINGS MAY NOT BE CHANGED UNLESS PERMISSION IS GRANTED IN WRITING BY THE CAMPUS MANAGEMENT OFFICE, NOR MAY ANY MODIFICATIONS OR RENOVATIONS BE MADE. UPON THE RESIDENT'S DEPARTURE, ANY DAMAGE TO THE LIVING SPACE OR FURNISHINGS WILL BE MENTIONED ON THE DEPARTURE INVENTORY OF FIXTURES. THE RIGHT OF OCCUPATION IS TERMINATED WITH THE EFFECTIVE

RESTITUTION OF THE ROOM KEYS TO THE C.R.O.U.S. BY THE RESIDENT OR THE RESIDENT'S DULY AUTHORISED PROXY.

IF THESE TERMS ARE NOT RESPECTED, THE C.R.O.U.S. MAY REQUIRE THE RESIDENT, UPON DEPARTURE, TO RESTORE THE PROPERTY TO ITS ORIGINAL STATE OR MAY RETAIN THE RENOVATIONS MADE TO THE PROPERTY IN WHICH CASE THE RESIDENT HAS NO RIGHT TO CLAIM COMPENSATION FOR COSTS INCURRED. THE C.R.O.U.S. ALSO HAS THE RIGHT TO REQUIRE THAT THE RESIDENT PAY FOR EXPENSES RELATED TO RETURNING THE PROPERTY TO ITS ORIGINAL STATE WHEN THE TRANSFORMATIONS ENDANGER THE PROPER FUNCTIONING OF EQUIPMENT OR THE SECURITY OF THE RESIDENCE. THE RESIDENT AGREES TO INFORM THE C.R.O.U.S. WITHOUT DELAY OF ANY CHANGES IN CIVIL STATUS, ANY PROBLEMS WITH, DAMAGE OR DEGRADATION TO THE ASSIGNED ACCOMMODATION. NO ANIMALS OF ANY KIND ARE ALLOWED IN THE RESIDENCE. THROUGHOUT THE RESIDENT'S OCCUPANCY, THE RESIDENT AGREES TO USE THE ACCOMMODATION IN A PEACEFUL MANNER FOR ITS INTENDED PURPOSE AND TO BEHAVE TOWARDS STUDENT HOUSING PERSONNEL AND OTHER RESIDENTS IN A CIVIL MANNER, RESPECTING THE RIGHTS OF OTHERS.

## ARTICLE 5 - HEALTH AND SAFETY RULES AND REGULATIONS

RESIDENTS MUST OBSERVE HEALTH REGULATIONS BY CLEANING THEIR ROOMS. COLLECTIVE AREAS AND SHARED EQUIPMENT ON A REGULAR BASIS. C.R.O.U.S. PERSONNEL MAINTAIN ONLY THE COMMON AREAS. RESIDENTS MUST DISPOSE OF TRASH IN THE TRASH BINS PROVIDED. FOR SAFETY REASONS THE USE OF MULTI-SOCKET POWER STRIPS, NUMEROUS ELECTRICAL APPLIANCES AND HIGH ENERGY CONSUMING APPLIANCES NOT AUTHORISED IN THE INVENTORY (WASHING MACHINES. ADDITIONAL HOTPLATES, ETC.) IS STRICTLY PROHIBITED, AS IS THE STORAGE OF HAZARDOUS OR INFLAMMABLE MATERIALS (SUCH AS PROPANE BURNERS, ETC.). RESIDENTS MUST NOT PLACE OBJECTS OF ANY KIND ON WINDOW SILLS OR BALCONIES. RESIDENTS MUST PROVIDE UNOBSTRUCTED ACCESS TO THEIR ROOMS WHENEVER THE SAFETY OF PERSONS OR PROPERTY OR MAINTENANCE OF THE PREMISES SO REQUIRES. RESIDENTS MUST IN NO WAY ENDANGER THE SAFETY OF OTHER RESIDENTS, PARTICULARLY BY DAMAGING EXTINGUISHERS, EMERGENCY POWER SUPPLIES, ELECTRICAL SWITCHBOARDS, SMOKE EXTRACTION VENTS OR ANY OTHER SAFETY EQUIPMENT. BUILDING ENTRYWAYS MUST ALWAYS BE UNOBSTRUCTED TO ALLOW FREE ENTRY BY EMERGENCY VEHICLES. EMERGENCY DOORS AND STAIRWELLS SHOULD ONLY BE USED IN CASE OF DANGER. DOORS ON STAIRWELL LANDINGS OR FIRE DOORS MUST REMAIN CLOSED, SMOKING IS STRONGLY DISCOURAGED IN ROOMS AND STRICTLY PROHIBITED IN COMMON AREAS. NO ADDITIONAL LOCKS MAY BE INSTALLED. RESIDENTS ARE RESPONSIBLE FOR LOSS OF ROOM KEY/KEYCARD WHICH MUST NEVER BE ENTRUSTED TO A THIRD PARTY. IF LOST, THE RESIDENT MUST PAY FOR THE REPLACEMENT KEY/KEYCARD AND IF NECESSARY, FOR CHANGING THE LOCK. ALL MOTOR AND NON-MOTOR VEHICLES MUST BE PARKED IN THE DESIGNATED PARKING OR STORAGE AREAS.

# ARTICLE 6 - COMMUNITY LIFE

ALL RESIDENTS OF UNIVERSITY HOUSING ENJOY CULTURAL, POLITICAL, RELIGIOUS FREEDOMS, FREEDOM OF SPEECH, OF INFORMATION, OF ASSOCIATION, OF ASSEMBLY AND ASSOCIATION, AS WELL AS THE RIGHT TO HAVE OCCASIONAL VISITORS. VISITORS ARE ALLOWED TO STAY IN THE RESIDENCE UNTIL 11:00PM. IN EXERCISING THESE FREEDOMS RESIDENTS MUST RESPECT THE INDIVIDUAL FREEDOMS OF OTHER RESIDENTS AS WELL AS PRINCIPLES OF SECULARISM AND NEUTRALITY. PROSELYTISING OF ANY SORT IS PROHIBITED. COMMUNITY ACTIVITIES MUST BE HELD IN THE DESIGNATED AREAS WHICH VARY FROM ONE STUDENT RESIDENCE TO THE OTHER AND MUST HAVE THE PRIOR AUTHORISATION OF THE CAMPUS MANAGEMENT OFFICE. POSTING OF INFORMATION ON BULLETIN BOARDS PROVIDED MUST BE

AUTHORISED BY THE CAMPUS MANAGER. UNAUTHORISED POSTING OF INFORMATION IN HALLWAYS OR ON APARTMENT/ROOM DOORS IS PROHIBITED. DOCUMENTS SHOULD BE AFFIXED TO THE DESIGNATED BOARDS. ALL COMMERCIAL, POLITICAL OR RELIGIOUS POSTING AND/OR POSTING IN A LANGUAGE OTHER THAN FRENCH WITHOUT PROVIDING TRANSLATION IS PROHIBITED.

### **ARTICLE 7 – COMMUNITY FACILITIES**

COMMUNITY FACILITIES IN THE STUDENT RESIDENCE (STUDY HALLS, TELEVISION, ETC.) ARE AVAILABLE FOR RESIDENTS' USE. A SCHEDULE FOR THEIR USE SHOULD BE DRAWN UP AND ADHERED TO. THESE AREAS WILL BE CLOSED AT A TIME AGREED UPON WITH THE CAMPUS MANAGER. ACTIVITIES WILL ONLY BE AUTHORISED IF THEY MEET STRICT CRITERIA IN TERMS OF SAFETY OF PROPERTY AND PERSONS. ONLY EVENTS WHICH HAVE BEEN AUTHORISED IN WRITING BY THE ADMINISTRATION MAY ONLY BE HELD ON STUDENT RESIDENCE PREMISES. ALL REQUESTS MUST BE MADE IN WRITING A MINIMUM OF TWO BUSINESS DAYS (48 HOURS) IN ADVANCE.

# TITLE III – RENT PAYMENT AND BILLING

## ARTICLE 8 - RENTAL FEES

AMOUNTS FOR RENTAL FEES AND ANY OTHER FEES AND CHARGES FOR ADDITIONAL SERVICES PAYABLE BY RESIDENTS AS WELL AS ARRANGEMENTS FOR PAYMENT AND FEE ADJUSTMENT ARE SET BY DELIBERATION OF THE C.R.O.U.S. BOARD OF ADMINISTRATORS AND SUBSEQUENTLY APPROVED BY THE MINISTER FOR HIGHER EDUCATION. RENTAL FEES COVER THE PERIOD DEFINED BY THE C.R.O.U.S. BOARD OF ADMINISTRATORS AND ARE DUE ON THE FIRST DAY OF SAID PERIOD.

#### ARTICLE 9 – SETTLEMENT OF ALL OUTSTANDING ACCOUNTS

THE SECURITY DEPOSIT SHALL BE RETURNED TO THE RESIDENT WITHIN TWO MONTHS FOLLOWING RESTITUTION OF KEYS/KEYCARDS AND THE DEPARTURE INVENTORY, AFTER DEDUCTION, IF NECESSARY, OF OUTSTANDING BALANCES DUE TO THE C.R.O.U.S. AS WELL AS THE AMOUNT OF ANY EXPENDITURES MADE BY THE C.R.O.U.S. ON THE RESIDENT'S BEHALF, PROVIDED THAT THEY ARE DULY JUSTIFIED.

#### ARTICLE 10 - COLLECTION

COLLECTION OF PAYMENT OF ALL OUTSTANDING DEBTS OWED BY THE RESIDENT TO THE ADMINISTRATION CAN BE PURSUED BY ANY LEGAL MEANS, INCLUDING WRIT OF EXECUTION.

#### **ARTICLE 11 - LIABILITY**

THE ADMINISTRATION ASSUMES NO LEGAL RESPONSIBILITY IN CASE OF THEFT OF THE RESIDENT'S PROPERTY ON STUDENT RESIDENCE PREMISES. RESIDENTS WILL BE HELD FINANCIALLY ACCOUNTABLE FOR ANY DAMAGE FOR WHICH THEY ARE RESPONSIBLE. THEY WILL BE BILLED FOR ANY DAMAGE OCCURRING DURING THEIR OCCUPANCY OR DAMAGE OBSERVED DURING THE DEPARTURE INVENTORY.

# TITLE IV – BREACH OR NON-PERFORMANCE OF THE STUDENT HOUSING RULES AND REGULATIONS

ARTICLE 12 - RESIDENTS' RESPONSIBILITIES

UPON ADMISSION OR READMISSION AND OBTENTION OF THE RIGHT OF OCCUPATION, RESIDENTS ARE HELD AUTOMATICALLY RESPONSIBLE FOR RESPECTING THE RULES AND REGULATIONS OF OCCUPANCY. BREACH OF THE STUDENT RESIDENCE RULES AND REGULATIONS CAN RESULT IN THE SANCTIONS LAID OUT DOWN BELOW.

#### ARTICLE 13 - MISCONDUCT

IN THE EVENT OF CONDUCT IN CONTRAVENTION OF THE RULES OF COMMUNITY LIFE, THE CAMPUS DIRECTOR WILL SEND A WRITTEN WARNING TO ANY RESIDENT CLEARLY DISREGARDING OR IN BREACH OF THE RULES AND REGULATIONS OF THE RESIDENCE AGREEMENT, REITERATING RESIDENTS' OBLIGATIONS. IF THE BREACH AND NON-PERFORMANCE OF THE AGREEMENT PERSISTS, A SECOND WRITTEN WARNING WILL BE SENT, FOLLOWED IF NECESSARY BY A THIRD AND FINAL WARNING.

AT THE SAME TIME THE THIRD WARNING IS SENT TO THE RESIDENT, THE CAMPUS DIRECTOR WILL SEND A REPORT TO THE ACADÉMIE DE STRASBOURG C.R.O.U.S. DIRECTOR'S OFFICE WHICH THEN NOTIFIES THE RESIDENT BY CERTIFIED POST WITH ACKNOWLEDGEMENT OF RECEIPT OF THE ADMINISTRATIVE DECISION OF EXCLUSION.

#### ARTICLE 14 – SERIOUS MISCONDUCT

IN THE CASES LISTED BELOW, ADMINISTRATIVE NOTIFICATION WILL BE SENT TO THE RESIDENT BY THE ACADÉMIE DE STRASBOURG C.R.O.U.S. DIRECTOR'S OFFICE:

REPEATED NON-PAYMENT OF RENTAL AND OTHER FEES

FAILURE TO SUBMIT ALL THE NECESSARY DOCUMENTS FOR READMISSION HOUSING A THIRD PARTY

NOT READMITTED TO STUDENT HOUSING

LOSS OF RESIDENCE PRIVILEGES FOR ANY REASON

FAILURE TO RESPECT OTHERS, C.R.O.U.S. PERSONNEL AND PREMISES

JEOPARDISING THE SAFETY OF OTHER RESIDENTS PARTICULARLY BY

DAMAGING SAFETY DEVICES AND MATERIALS

FIRE DUE TO ANY ALTERATIONS OR CHANGES MADE TO ELECTRICAL INSTALLATIONS OR THE USE OF APPLIANCES OR OTHER UNAUTHORISED MATERIALS LISTED UNDER TITLE II, ARTICLE 5 OF THIS RESIDENCE AGREEMENT.

# ARTICLE 15 - LEVELS OF DISCIPLINARY SANCTIONS

- 1. LEVEL 1 WARNING IN WRITING FROM THE CAMPUS DIRECTOR
- 2. LEVEL 2 WARNING IN WRITING FROM THE C.R.O.U.S. DIRECTOR
- 3. NON READMISSION
- 4. EXPULSION
- 5. IMMEDIATE EXPULSION (WITHOUT PRIOR WARNING FROM THE C.R.O.U.S. DIRECTOR)

#### ARTICLE 16 - MEANS OF APPEAL

RESIDENTS MAY LODGE AN INTERNAL ADMINISTRATIVE APPEAL WITH THE ACADÉMIE DE STRASBOURG C.R.O.U.S. DIRECTOR'S OFFICE WITHIN 8 BUSINESS DAYS FROM THE DATE OF NOTIFICATION OF THE ADMINISTRATIVE DECISION OF EXPULSION.

RESIDENTS MAY LODGE AN ADMINISTRATIVE APPEAL (WHICH DOES NOT SUSPEND THE ADMINISTRATIVE EXPULSION DECISION) BEFORE THE ADMINISTRATIVE COURT IN THE JURISDICTION OF THE AUTHORITY RENDERING THE ADMINISTRATIVE EXPULSION DECISION, WITHIN TWO MONTHS OF THE DATE OF SAID DECISION.

# TITLE V - SPECIFIC PROVISIONS

### ARTICLE 17 - COMPUTERS

# CASE 1: RESIDENCE HALL CONNECTED TO RENATER

IN THE COURSE OF THEIR EDUCATIONAL OR PROFESSIONAL ACTIVITIES, RESIDENTS MAY HAVE ACCESS TO THE RENATER NETWORK IN THEIR ROOMS. ACCESS TO THIS SERVICE IS CONTINGENT UPON SIGNATURE AND OBSERVANCE OF THE CHARTER DRAWN UP BY THE SERVICE PROVIDER AND APPENDED TO THIS AGREEMENT.

# CASE 2 : RESIDENCE HALL CONNECTED THROUGH A PRIVATE SERVICE

#### PROVIDER; RESIDENTS HAVE A SUBSCRIPTION WITH THE SERVICE PROVIDER

FACILITIES FOR INTERNET CONNECTION ARE AVAILABLE TO RESIDENTS IN THEIR ASSIGNED ROOMS. ACCESS IS GOVERNED BY A CONTRACT BETWEEN THE RESIDENT AND THE INTERNET SERVICE PROVIDER.

## CASE 3: RESIDENCE HALL CONNECTED THROUGH A SERVICE PROVIDER; THE

#### C.R.O.U.S. MANAGES THE SERVICE

RESIDENTS HAVE INTERNET ACCESS AVAILABLE IN THEIR ROOMS. ACCESS TO THIS SERVICE IS CONTINGENT UPON SIGNATURE AND OBSERVANCE OF THE CHARTER APPENDED TO THE HOUSING AGREEMENT AND PAYMENT OF THE SERVICE FEE AS PROVIDED FOR IN TITLE III.

# ARTICLE 18 – VIDEO SURVEILLANCE

FOR SAFETY AND SECURITY REASONS, THE COMMON AREAS AND TRANSIT AREAS OF RESIDENCE HALLS ARE PLACED UNDER VIDEO SURVEILLANCE. FOR ANY ADDITIONAL INFORMATION, RESIDENTS MAY ADDRESS THE CAMPUS MANAGEMENT OFFICE, WHERE THEY MAY ALSO EXERCISE THEIR RIGHT TO ACCESS TO INFORMATION, PURSUANT TO LAW N° 78-17 OF 6 JANUARY 1978 ON INFORMATION TECHNOLOGY, DATA AND LIBERTIES, AS AMENDED BY THE LAW OF 6 AUGUST 2004.

THESE RULES AND REGULATIONS WERE ADOPTED BY THE ACADÉMIE DE STRASBOURG C.R.O.U.S. BOARD OF ADMINISTRATORS ON 30 MARCH 2012.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT
I AGREE TO ADHERE TO THE RULES AND REGULATIONS
HEREIN

# SPECIMEN WITHOUT LEGAL VALUE ONLY FOR INFORMATION