

Residential Life Student Housing Agreement
2020-2021 Academic Year

Residing in housing maintained by Concordia University Texas imposes certain legal obligations and responsibilities upon the Student. This Agreement, together with the Residential Life Policies, and other policies and procedures of the University, constitutes a legally binding agreement between the University and the Resident (or, if the Resident is a minor, the Resident's parent(s) and/or legal guardian). Read all provisions of this Agreement prior to signing. Once signed, you are bound by the terms of this Agreement.

PARTIES

This Agreement is made by and between the Concordia University Texas Office of Residential Life (hereafter known as ORL) and the student signing the Agreement, or if the student is a minor, the student's parent(s) and/or legal guardian (hereafter known as Resident). Both parties agree to the terms specified in this agreement.

ELIGIBILITY AND RESIDENCY REQUIREMENT

All 1st year students are required to reside in campus housing for the full academic year and must submit a completed Housing Application form and a non-refundable \$275.00 housing deposit. Returning Residents interested in living on campus must renew their applications for housing each year by the established deadline(s) and submit a non-refundable \$275.00 housing deposit. Returning Residents will be housed if space is available. If space is not available, Returning Residents will be notified as soon as possible and their deposit will be refunded to their student account within a reasonable period of time.

AGREEMENT PERIOD AND PAYMENT

This Agreement is legally binding when either:

1. completed and submitted to the University, or
2. when the student accepts a room key for a University-managed residence.

By signing this Agreement or occupying a room, the Resident agrees to pay the University the applicable rates for the assigned space in accordance with University requirements. All Residents are required to participate in one of the University's meal plans. Room and board (meals) rates are set per semester based on the current rates. If the Resident requests and is approved to move to different room occupancy (i.e., from a triple room to a double room) the Resident will be responsible to pay the established room rate of the new room occupancy. Requests for exemptions from housing and/or the meal plan for medical reasons must be made in writing through the Success Center.

Additionally, the Resident agrees to all of the terms and conditions contained within this document, as well as the policies of Concordia University Texas contained in the *Student Handbook*. Submission of this Agreement does not guarantee a housing assignment will be made. If ORL is unable to provide a room assignment, the Agreement will be considered void and any monetary deposit made will be returned to the Resident's student account.

This Agreement begins on Friday, August 21, 2020 and ends on Friday, April 23, 2021. Requests to arrive early or stay late will be considered by the Director of Residential Life on a case-by-case basis. Please email residentiallife@concordia.edu for an early move in request form. This Agreement, unless otherwise provided, shall be legally binding for both the Fall 2020 and Spring

2021 semesters, regardless of any delays by the University in making housing assignments and regardless of changed circumstances on the part of the Resident, such as a desire to live off-campus, incompatibility with other Residents who live on campus, or a change in the Resident's finances. This Agreement does not include any accommodations during the summer months. Students requesting housing during the summer may submit that request to ORL. Should space be available and the request be approved, a separate Agreement and payment for the summer will be required.

This Agreement does not including housing over the Winter Break. The residence halls close for Winter Break at 5:00 PM on Friday, December 11, 2020 and will re-open at 8:00 AM on Sunday, January 3, 2021. Requests for students to stay late or arrive early will be considered by the Director of Residential Life on a case-by-case basis. While Residents do not need to remove their belongings over the break, they will not be able to access the residence halls during this time and should plan accordingly, taking everything they need with them. Students found in the residence hall during break without permission may be charged a monetary fee and referred for a violation of the Student Code of Conduct.

TERMINATION OF AGREEMENT BY RESIDENT

Residents who are eligible to reside off campus or who officially withdraw from Concordia University Texas may withdraw their housing application prior to the start of the Fall Semester. Students must contact the Director of Residential Life (CONTACT INFO) in writing to request the withdrawal of their housing application. Residents who withdraw their housing application prior to June 1st will have their housing deposit credited back to their student account. Residents who withdraw their application after June 1st but prior to occupying a room will not be charged for housing but will forfeit their deposit.

Once a Resident occupies a room, the following terms apply:

1. Should the Resident become unregistered at any point during the semester, this Agreement will be terminated due to the Resident's actions. Should this occur, the Resident is required to immediately vacate all residential facilities.
2. Residents that vacate housing for any reason at any time during the semester are responsible for the entire cost of the current semester's room and board. Additionally, the Resident may be held responsible for additional fees related to improper check out, damage done to the room, cleaning fees, lost keys, etc.
3. Residents who are academically ineligible to return to Concordia University Texas for the Spring Semester must remove all belongings and formally check out of their room on or prior to the last day of final exams for the Fall Semester. The Resident may be held responsible for additional fees related to improper check out, damage done to the room, cleaning fees, lost keys, etc. as appropriate.
4. Residents may be released from this agreement at the end of the Fall Semester for the following reasons:
 - Graduation from Concordia University Texas
 - Marriage
 - Withdrawal from Concordia University Texas
 - Birth or adoption of a child
 - Student teaching more than 30 miles from campus
 - Participation in a Concordia University Texas operated or sponsored semester exchange or abroad program

5. Residents who are members of the armed forces may vacate the residence halls and avoid being held financially liable for the remainder of this Agreement if (1) the Resident enters military service during the term of this Agreement; or (2) the Resident while in the military service, receives military orders for a permanent change of station or receives military orders to deploy with the military unit for a period of 90 days or more. The Resident shall provide to the Director of Residence Life a written notice of termination and a copy of appropriate government documentation providing evidence of the Resident's entrance into the military service or of the Resident's military orders. The University shall refund all room and board fees paid in advance within 30 days of the termination. This provision does not affect the Resident's liability for delinquent, unpaid fees, damages, or other sums owed to the University before termination of the Agreement.

TERMINATION OF AGREEMENT BY UNIVERSITY

The University reserves the right to remove Residents from the residence halls on a temporary or permanent basis for behavior including but not limited to the following:

- Violation(s) of law
- Violation(s) of University policy, including the Student Code of Conduct and the Residential Life Handbook
- Conduct that poses a risk to the health, safety, and welfare of the Resident or others
- Revocation of student status
- Nonpayment of housing fees

Residents who are required to vacate the residence halls under these conditions must do so by the deadline given by the Dean of Students (or designee). Residents who are permanently removed from the residence halls as described above are responsible for the entire semester's housing and dining fees and are not entitled to a refund of any fees already paid. Additionally, the Resident may be held responsible for additional fees related to improper check out, damage done to the room, cleaning fees, lost keys, etc.

ROOM ASSIGNMENTS AND CHANGES

This agreement entitles Residents to a space within the residence halls. While ORL will make reasonable efforts to take preferences into consideration, this Agreement does not entitle the Resident to any specific space in any specific room, residence hall, or roommate. To that end, the following applies to all Residents:

1. Due to limited capacity in the residence halls, we may not be able to house everyone who applies. Priority is given to incoming first-year students followed by returning Residents.
2. While ORL will attempt to honor requests for specific room types, due to limited capacity in the residence halls, this may not be possible. Single occupancy rooms will be prioritized for those with a verified medical need, as determined by the Success Center.
3. If a Resident is not contracted for a single occupancy room and is without an assigned roommate at any time during this Agreement period, they may receive notice stating that they may need to consolidate. Consolidation is defined as residents of two or more partially occupied rooms being required to move in together to create one fully occupied space. Residents who are without an assigned roommate are expected to keep the space clean and ready to be occupied.
4. Room assignments are made without regard to race, religion, disability, sexual orientation, veteran's status, or national origin.

5. The University reserves the right to reassign Residents to accommodations as may be deemed necessary, and, should the need arise, to assign Residents to temporary accommodations until permanent accommodations become available.
6. The University will make reasonable efforts to consider roommate requests and /or to consider compatibility when assigning roommates. Residents are expected to share space with their assigned roommate(s). Room changes will not be considered as an effective form of conflict resolution. Residents are expected to attempt to address conflicts with their roommate(s) directly. Should roommates fail to resolve the issue on their own, Residents will be expected to participate in a roommate mediation with their roommate(s) and a member of the ORL staff.
7. Residents can request a room change after the twelfth class day. Room change requests must be made in writing, and Residents will have to have completed a roommate mediation prior to their request being consider. Submission of a request to change rooms does not guarantee a Resident will be permitted to switch rooms. All room change requests will be reviewed by the Director of Residential Life (or designee) in light of the request and current open space in the residence halls. Any change in rooms or roommates must be approved in writing by ORL prior to the move being initiated.

RESIDENT LIABILITY AND PERSONAL PROPERTY

By entering into this Agreement, the Resident agrees to the following:

1. The Resident is personally liable for loss or damage to the room, residence hall, provided furnishings, common areas, and areas outside the residence. Residents may be held individually responsible for loss or damage. Additionally, all Residents of a room or hall are held liable for damage to furnishings, fixtures, etc. in common spaces (bathrooms, hallways, lounges, etc.). Community billing may occur as a result of loss or damage to common spaces.
2. University-owned property may not be removed from the assigned room. Costs associated with room damage or extra custodial services will be charged to the residents of the room.
3. The Resident agrees to hold harmless and indemnify Concordia University Texas for all loss or damage to the residence hall, Concordia University Texas property, and the property of others caused by the Resident and/or the Resident's guest(s).
4. Concordia University Texas does not assume responsibility for damages or personal injury sustained in or just outside of the residence hall by the Resident, the Resident's guest(s), or others as a result of:
 - a. Acts of omission of the Resident and/or the Resident's guest(s);
 - b. The alteration or modification of furniture or fixtures provided by Concordia University Texas;
 - c. The construction or inclusion of furniture not provided by Concordia University Texas.
5. Concordia University Texas is not responsible for lost, damaged, or stolen property belonging to the Resident, the Resident's guest(s), or others, regardless of where the loss, theft, or damage occurred.
6. Concordia University Texas strongly recommends that Residents have renter's insurance. Renters insurance provides valuable protection for personal belongings that are damaged or stolen. Additionally, it can provide financial protection for unintentional damages to a residence hall or bodily injury for which the Resident is responsible. More information on renter's insurance is available at <https://www.concordia.edu/student-life/residential-life/residential-life-policies-and-faqs.html>.

KEYS

Residents may not share or make copies of any University-issued key, including keys to their assigned residence. Residents who do so may be referred to the student conduct process. If any residence key is lost or stolen, the resident is responsible for notifying a member of the ORL staff, and may be responsible for costs associated with the changing of the lock(s) and a replacement key.

ENTRY TO A ROOM

The University reserves the right to enter a Resident's room without Resident permission to assess and repair the physical facilities, complete inspections, verify occupancy, adjust temperature controls, maintain safety standards, assess the Resident's well-being and/or for other reasons as determined necessary by ORL staff. When possible, ORL will give Residents advance notice of planned entry, such as for health & safety inspections or planned maintenance. However, immediate entry to a room without notice may be necessary. Conditions that necessitate immediate entry include, but are not limited to:

1. A person may be physically harmed and/or endangered
2. To address an urgent facilities or maintenance issue (flood, etc.)
3. When University property is being damaged or is reasonably in danger of being damaged
4. As directed by law enforcement
5. To silence disruptive noise
6. To determine if Resident has vacated during a fire alarm or drill
7. When necessary for health, safety or welfare of Resident or anyone else in the room
8. For other reasons determined necessary by ORL

USE OF RESIDENCE HALL ROOMS

Resident agrees to all of the following:

- Residence hall rooms are designed to house students only. Individuals or outside agencies are prohibited from using the rooms, the buildings or adjacent grounds for any commercial purpose, unless written permission has been granted from ORL. This applies to the distribution of goods or services for which Resident or outside solicitor receives compensation and utilizing the space to offer housing accommodations to individuals not assigned to the room (i.e. long or short term subleasing, etc.).
- Residents are responsible for conducting themselves and maintaining their residence in such a manner so as not to create a hazard or nuisance or to infringe upon the rights, health, and safety of others. The Resident must comply with all applicable laws, University rules, policies and procedures as well as the regulations of this Agreement. Failure to do so may result in the Resident's removal from campus housing, referral to the student conduct process, and/or assessment of monetary charges.
- Residents are responsible for the conduct of their guests at all times. Residents will be held responsible for any violations of the law or the Student Code of Conduct committed by their guest(s) as well as any monetary damages or fines resulting from the conduct of their guest(s). Guests who are disruptive or not in compliance with University rules or policies may be asked to leave the residence halls and/or all University property.
- The use or possession of dangerous weapons or materials within the residence halls is strictly prohibited. This includes firearms, other weapons and ammunition. Dangerous weapons or materials include, but are not limited to: handguns, automatic and semiautomatic firearms, compressed air guns (e.g. CO2 air guns/paintball guns), pellet guns, bb guns, or a weapon of any description, including but not limited to ballistic or

explosive devices, incendiary devices, fireworks, ammunition, or knives used for hunting, to either cause or infer harm to self or others.

- Pets (except for fish) are not permitted. Service animals will be permitted in accordance with Concordia University Texas policy.
- Requests for emotional support animals must be made to and approved by the Support Center prior to the animal being permitted in the residence halls.
- Tampering with or misuse of fire alarm systems and firefighting equipment is prohibited.
- Tapestries, lights, or other items may not be suspended from the ceiling.
- The use or possession of high wattage electrical appliances (i.e., hot plates, ceiling fans, additional refrigerators, toasters, popcorn poppers, etc.) is prohibited. University approved and provided combination microwave/refrigerator/freezer units are available in each room. Tampering with or altering in any way the electrical fixtures and equipment within the residence hall rooms and/or common areas is prohibited.
- Candles and incense are prohibited.
- For fire safety, the only torchier-style halogen lamps allowed are those conforming to the most current UL standards.

UTILITIES

The University cannot guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. The sums due under this Agreement shall be paid regardless of any failure of utility system.

NO ASSIGNMENT OR WAIVER

This Agreement may not be assigned or sublet, in whole or in part. Additionally, this Agreement may not be amended or modified, except in writing and approved by the Director of Residential Life or the Dean of Students. This Agreement may not be waived, in whole or in part, by delay in enforcement or otherwise, except, in each instance, as approved in writing by the Director of Residential Life or the Dean of Students.

GOVERNING LAW AND NOTICE

This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts and choice of law principles. Any notice or demand required by this Agreement shall be served either through hand delivery or U.S. mail as follows: (i) notice to the University shall be given to the Director of Residential Life and (ii) notice to the Resident shall be given to the Resident or to his or her parent or legal guardian at the last known home address on file with the University. In addition, to providing notice via hand delivery or U.S. mail, notice also shall be provided to the recipient's University assigned e-mail account or other e-mail address on file with the University.

By signing and returning this Agreement, you represent that you have read this Agreement, and that you have agreed to abide by all the terms and conditions set forth in this Agreement.

Name of Resident (Please Print)

Signature of Resident

Date

Signature of Parent/Guardian (if Resident is under 18 years old)

Date

Signature of University Official or Designee

Date

