

## **Residential Life Student Housing Agreement:**

### **Fall 2025/Spring 2026 Housing Agreement**

Residing in housing maintained by Concordia University Texas imposes certain legal obligations and responsibilities upon the student (and the University). This

Residential Life Student Housing Agreement, together with the Residential Life Policies, 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). Parties are advised to Read all provisions of this Agreement prior to signing. Once signed, the student or their delegate are bound by the terms of this Agreement and policies as outlined in this agreement and the Residential Life Manual.

#### **PARTIES**

This Agreement is made by and between the Concordia University Texas (hereinafter referred to as CTX or University) 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 all terms and conditions in this document and the policies of Concordia University Texas in the Residential Life Student Housing Agreement, Student Handbook and the Residential Life Manual.

#### **ELIGIBILITY AND RESIDENCY REQUIREMENT**

All first and second year traditional students are required to reside in on-campus housing for their first 2 full academic years of enrollment (4 semesters) and must submit a completed Housing Application form prior to being assigned a room. Returning Residents interested in living on campus must renew their applications for housing each year by the established deadline(s). First and second traditional students are given priority over returning students with regards to on-campus housing assignments. 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 by the Resident to the University, or
2. when the Resident accepts a room key or given badge access for a University-manage 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

Residential students 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.

#### **ROOM RATE CHANGES:**

1. If the Resident requests and is approved to move to a different room type/occupancy that has a lowered effect on the price of the room (i.e., from a double room occupancy to a triple room occupancy), the price adjustment will be reflected on student accounts based on the University designated 2025-2026 Census date

A) if the change is requested, approved and completed prior to Census date, there will be an immediate reflection in the students account.

B) If the change is approved and completed on or after the University designated 2025-2026 Census date, changes will be reflected at the beginning of the next semester. No prorations of fees mid semester will occur.

2. If the change causes the rate to increase, (a change from a Double Occupancy to a Single Occupancy Room, or a Triple to a Double or Single Occupancy room), these changes will be immediately incurred for the full additional room rate cost of the new room type applied to the current semester bill with no rate proration regardless of when move-in takes place during the semester.

#### **EXEMPTIONS:**

Medical reasons: Requests for exemptions from housing and/or the meal plan for medical reasons must be made in writing through the Office of Accessibilities.

Submission of this Agreement does not guarantee a housing assignment will be made. If CTX 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.

#### **AGREEMENT DATES:**

This Agreement begins on Thursday, August 21<sup>st</sup> 2025, and ends at 5pm, Saturday, May 3, 2026. Please note: *These dates are subject to change at the discretion of Concordia University Texas should another public health emergency arise or the academic term dates be adjusted.* Requests to arrive early or stay late will be considered by the Director of Residential Life on a case-by-case basis and may incur additional daily rate fees. Please email [residentiallife@concordia.edu](mailto:residentiallife@concordia.edu) for an early move in request form. This Agreement, unless otherwise provided, shall be legally binding for the Fall 2025/Spring 2026 academic terms, 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 housing over the Fall 2025 Winter Break.*** The residence halls have limited services over Winter Break beginning at 5:00 PM on Friday, December 12, 2025, and will be fully open at 12:00 PM on Sunday, January 3, 2026. Please note, *these dates are subject to change at the discretion of Concordia University Texas should another public health emergency arise or the academic term dates be adjusted.* Requests for Winter Break stays will be considered by the Director of Residential Life on a case-by-case basis and may incur additional daily rate fees. 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.

***This Agreement does include housing over the Summer 2026 break for residents at no additional cost.*** Students requesting housing during the summer must submit a Summer Housing Intent Form during the designated signup window. Failure to submit a Summer Housing Intent form during the designated signup window may forfeit one's ability to secure summer housing.

#### **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 Spring Semester. Students must contact The Office of Residential Life to request the withdrawal of their housing application prior to July 1<sup>st</sup>, 2025 or, in the case of late applicants, within 10 business days from the date of their application submission. Residents who withdraw their application outside of the aforementioned parameters, but prior to occupying a room will not be charged for housing but may be charged a \$275 cancellation fee.

Once a resident has accepted this agreement, 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 academic term may be subject to an early move-out fee. 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 that reside in Double and Triple Occupancy Rooms without an assigned roommate(s) may be subject to a room consolidation at the discretion of The Office of Residential Life which may also require a room change, and/or a roommate being placed into a room vacancy. Room consolidations may also necessitate a building change. Room consolidation decisions, room changes, and building change decisions are at the discretion of The Office of Residential Life and the final decision will be made by The Director of Residential Life.

4. Resident room reassignment during the academic term may be necessary due to facility needs, emergency repairs, and other residential life needs and priorities. Room reassignment decisions, building reassignments, and reassignment decisions are at the discretion of The Office of Residential Life and the final decision will be made by The Director of Residential Life.
5. Residents are permitted to request room and roommate changes throughout designated times of the semester. Designated times are set by The Office of Residential Life and are subject to change without notice. While The Office of Residential Life is committed to accommodating requests, room and roommate change requests are subject to space, availability, and other factors as deemed necessary by the Office of Residential Life and not all requests or room changes may be granted. Room rate proration will not be granted due to a mid-semester room change request and are subject to the policies outlined in this housing agreement.
6. Residents who are academically ineligible to return to Concordia University Texas, or who fail to register for classes, for the following semester must remove all belongings and formally check out of their room on, or prior to, the last day of final exams for the current 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.
7. Residents may be released from this agreement for the following reasons:
  - Graduation from Concordia University Texas
  - Marriage
  - Withdrawal from Concordia University Texas
  - Pregnancy, 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 that lasts for at least 8 weeks or longer.
  - Approved for a Residency Exemption by the Housing Committee
8. 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.

9. Residents who, during the agreement term, receive an accommodation from the Office of Accessibility that permits the student to live off campus will be released from this agreement. Residents receiving such accommodation will be eligible for a pro-rated refund for monies already paid, based on the date they have removed all belongings and formally checked out of their assigned residence hall room.

#### **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 (room and board) 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.

Additionally, the university may terminate this Agreement as made necessary by a natural disaster, public health crisis, or other emergency. Should the university terminate this Agreement because of a natural disaster, public health crisis, or other emergency, residents will be eligible for a pro-rated refund for monies already paid, based on the date they have removed all belongings and formally check out of their assigned residence hall room.

#### **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 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 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.
5. 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>.

#### **RELEASE OF CLAIMS**

In consideration of being permitted to reside in a CTX residence hall, Resident hereby releases, waives, discharges and covenants not to CTX, officers, faculty, staff, insurers, and agents from liability FOR ANY AND ALL CLAIMS for injuries, accidents or illness (including death), and property loss or damage arising from or relating to Resident's use of said residence hall. For the sake of clarity, this release of claims explicitly includes, but is not limited to, actions for injuries resulting from the negligence of CTX and/or anyone acting on CTX's behalf (i.e., CTX officers, faculty, staff, insurers, and agents). Additionally:

1. If, while residing in CTX residence hall, Resident observes any circumstances or condition that reasonably constitutes an unusual or significant hazard of any kind, or which may reasonably lead to injury to Resident or another individual, or damage to property (including, Resident's property), Resident agrees to immediately report such circumstances or condition to the Office of Residential Life.
2. Resident expressly agrees to indemnify and hold CTX (including its officers, faculty, staff, insurers, and agents) harmless from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of, or relating in any way to, resident's use of CTX's residence hall.

**ENTRY TO A ROOM**

The University reserves the right to enter a Resident's room without Resident's 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 at the discretion of the Office of Residential Life staff. When possible, the Office of Residential Life will give Residents advance notice of planned entry, such as for health & safety inspections or planned maintenance.

**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.

This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements.

By signing 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.

If you are under the age of 18, a parent or guardian must also sign this agreement.

As the parent or guardian of a minor, I acknowledge and accept the terms of this housing agreement on behalf of my child and confirm they have read and agree to the terms of this housing agreement and accept full responsibility for the terms outlined in this housing agreement.