

**THIS STUDENT APARTMENT HOUSING CONTRACT** ("Contract") is made by and between Regis University ("Regis") and the undersigned Regis student ("You" or "Your") as of the date shown below. You and Regis may each be referred to in this Contract as "party", or collectively as "parties".

In consideration of the promises made in this Contract, You and Regis agree as follows:

**1. Legally Binding Agreement; Definitions.**

1.1 This Contract is a legally binding agreement between You and Regis covering housing accommodations that Regis will provide You, subject to the terms and conditions of this Contract.

1.2 The following terms used in this Contract will have the meanings shown in this Section 1.2:

- (a) "Boryla Apartments" means the 29-unit apartment complex located at 4923 King Street, Denver, CO 80221, operated by Regis to provide housing accommodations to its students.
- (b) "Resident" means any individual who has entered into a Student Apartment Housing Contract and is residing in the Boryla Apartments pursuant to that contract.
- (c) "Guest" means any individual who is permitted in or on the premises of the Boryla Apartments by one or more of its Residents.
- (d) "Residence Hall Housing" means any residence hall or other residential property owned and/or operated by Regis to provide housing accommodations to its students.
- (e) "Boryla Unit" means one of the apartment units within the Boryla Apartments.
- (f) "Unit Common Area" means the area within a Boryla Unit that is available for common use by its Residents, including, without limitation, bathroom(s), kitchen, and living room areas, and all furniture, furnishings, appliances and equipment therein.
- (g) "Assigned Space" means the living space in a Boryla Unit assigned to You by Residence Life ("Residence Life" is defined in Section 1.2(j) below), which includes the use of a single bed, chest of drawers, desk, chair, closet space, and Unit Common Area.
- (h) "Premises" means the Assigned Space and its associated Unit Common Area, and all appliances, equipment, furniture and furnishings provided therefor by Regis.
- (i) "Building Common Areas" means any area within or outside the Boryla Apartments that is available for common use by its Residents and their Guests, including, without limitation, the building lobby, conference room, study room, community kitchen, and courtyard.

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- (j) "Residence Life" means the Regis Office of Residence Life and Housing.
- (k) "Student Handbook" means the Regis Student Handbook, as published and amended from time to time, which is available at [www.regis.edu/StudentHandbook](http://www.regis.edu/StudentHandbook).
- (l) "Student Account" means the Your Regis student account to which all charges incurred under this Contract are posted.

**2. Use of Premises.** During the term of this Contract, You will be entitled to the residential use of the Premises and to the nonexclusive use of the Building Common Areas. Regis reserves the right to impose reasonable time and manner of use restrictions upon the Building Common Areas.

**3. Term.**

3.1 Fall, spring, summer semester Residents: The term of this Contract will commence on June 1st, 2019, and continue until May 31st, 2020, at which time it will expire, unless it is renewed by written agreement of both parties.

3.2 If You wish to renew this Contract for the following academic year, You must notify Residence Life of such intention to renew by no later than February 1, 2020. The maximum length of stay for any Resident in the Boryla Apartments shall not exceed three (3) years, without the express written consent of Residence Life, which may be denied in its sole discretion.

**4. Housing Charges.**

4.1 The semester housing charges for the Premises for each semester of the academic year during the term of this Contract ("Semester Housing Charges") are set forth in the table below:

Tier	Rate	<b>Cost per month</b> <b>Fall Semester = 5 months</b> <b>Spring Semester = 5 months</b> <b>Summer Semester = 2 months</b>
Tier 1 Single		\$ 978
Tier 2 Single		\$ 1,030
Tier 3 Single		\$ 1,082
Tier 4 Single		\$ 1,184

4.2 You agree to pay the Semester Housing Charges set forth above applicable to Your Assigned Space for the term of this Contract.

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4.3 If Your Assigned Space is in a Single Occupancy 2-, 3- or 4-bedroom Boryla Unit, or a Double Occupancy 2-, 3-, or 4-bedroom Boryla Unit, and the number of Residents residing in the Boryla Unit is less than the maximum number allowed, You will be responsible only for Your per Resident amount of the applicable Semester Housing Charges set forth above. In that case, Residence Life will attempt to contract with one or more additional students to place them in that Boryla Unit until it is occupied at full capacity, unless You provide notice to Residence Life of Your intent to elect one of the following options:

a. Option 1: You may elect to “buy out” the vacancy/ies and enter into an amended contract in which You agree to be responsible for and pay the entire Semester Housing Charges for all of the assignable spaces in the Boryla Unit from the date of such notification to the end of the term of this Contract.

b. Option 2: You may notify Residence Life that You will attempt to find the roommate(s) needed to fill the vacancy/ies in the Boryla Unit. Your intended roommate(s) must complete the Boryla Apartments application on the Regis Housing Portal, requesting You as a roommate, pay the \$50 application fee, receive approval from Residence Life, and sign a Student Apartment Housing Contract on or before the add/drop day for classes in each semester. By notifying Residence Life of an election to pursue this option, You assume responsibility for and agree to pay the entire Semester Housing Charges for all of the assignable spaces in the Boryla Unit from the date of such notification to the date the intended roommate(s) sign(s) a Student Apartment Housing Contract, at which time the total Semester Housing Charges for all of the assignable spaces shall be evenly divided among the Residents of that Boryla Unit for the remainder of the term of this Contract.

c. Notwithstanding the options provided in Sections 4.3a or 4.3b above, if the relevant Boryla Unit is a 2-bedroom or 3-bedroom Double Occupancy unit, or a 3-bedroom or 4-bedroom Single Occupancy unit, occupied by more than one Resident who has signed a Student Apartment Housing Contract, all of the Residents in that Boryla Unit must jointly agree in writing whether or not to pursue either of such options set forth above.

4.4 Regis reserves the right to consolidate partially empty Boryla Units and/or require Residents to move to another Boryla Unit to maximize the number of Residents that may reside in each Boryla Unit.

4.5 **The maximum number of Residents that may reside in each Boryla Unit is as follows:**

<u>Boryla Unit Type</u>	<u>Maximum Number of Residents</u>
2 bedrooms	4
3 bedrooms	4
4 bedrooms	4

5. **Payment of Semester Housing Charges.** The Semester Housing Charges will be charged to Your Student Account in accordance with, and You agree to pay such charges pursuant to the Regis student accounts and financial policies, which may be found at <http://www.regis.edu/About-Regis-University/University-Offices-and-Services/Student-Accounts.aspx>. Regis will have the right to increase the Semester Housing Charges in any offer to renew this Contract for a subsequent academic year. No prorating of Semester Housing Charges will be made under this Contract, except in the sole discretion of Residence Life.
  
6. **Resident Eligibility.**  
Unless otherwise approved by Residence Life in writing, eligibility for residency in the Boryla Apartments is limited to (i) Regis undergraduate students who have completed at least fifty-five (55) credits and are enrolled for a minimum of twelve (12) credit hours per semester, not including summer sessions, and (ii) graduate students who are enrolled at Regis in the Doctor of Physical Therapy or Doctor of Pharmacy programs for a minimum of (8) credit hours per semester, not including summer sessions. Evidence of eligibility may be required by Regis at the time of making an application for residency at the Boryla Apartments, and at any time during the term of this Contract. Failure by You to maintain eligibility for residency will constitute grounds for termination of this Contract. However, Regis will have the right, but not the obligation, to permit You to continue to occupy the Assigned Space notwithstanding a lack of continuous eligibility if, in Regis' sole judgment, compelling circumstances exist.
  
7. **Notification of Termination of Resident Eligibility.** If Your eligibility for residency at the Boryla Apartments ceases during the term of this Contract, You are required to give notice of this fact to Residence Life within ten (10) days of the loss of eligibility. Upon receipt of written confirmation from Residence Life of Your loss of eligibility, You must vacate the Premises within seventy-two (72) hours after receipt of such confirmation.
  
8. **Furnishings and Equipment.** The Premises will be provided furnished with the following appliances, furniture and furnishings: stove, refrigerator, dishwasher, washer, dryer, and Unit Common Area furniture and window coverings, and for the Assigned Space a single bed, study table, chest of drawers, chair and window coverings. All such items must be maintained by You in as good a condition as existed at the commencement of this Contract, ordinary wear and tear excepted. Under no circumstances shall appliances, furniture, furnishings or equipment owned by Regis be removed from the Premises without the prior written consent of Residence Life.
  
9. **Charges for Damage.**
  - 9.1 Regis will examine the condition of the Premises prior to Your taking possession of them and after You vacate them. Regis will assess appropriate charges for any damage to the Premises, beyond normal wear and tear, caused by Your fault through act or neglect, including, but not limited to: any condition requiring extra cleaning; repair or replacement of damaged furnishings,
  
  - 9.2 Charges for any damage to the Premises discovered during Your occupation of the Premises may be assessed at that time.

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9.3 Any charges authorized in this Section 9 will be billed to Your Student Account, and You will be sent an invoice for payment thereof. If the invoice for such amount is not paid within thirty (30) days from the date of the invoice, (i) You will be liable for payment of the amount stated in the invoice and any fees and costs incurred by Regis in collecting the amount due, and (ii) a hold will be placed on Your Student Account until the payment of that amount has been made, which gives Regis the right to, among other things, restrict and/or drop Your registration in any classes, and refuse to release Your transcripts and/or Your diploma until Your financial obligation to Regis is paid in full.

**10. Utility Service.** Regis will provide water, sewer, gas, electricity, streaming TV service, and internet service to the Premises for You at no additional cost.

**11. Use Restrictions.** The Premises shall be occupied by You only as a private dwelling and for no other purpose. Any business or commercial activities and such things as waterbeds, satellite dishes, window air conditioning units, portable dishwashers, or any other uses or items which may create an increased risk or hazard to the Premises or Regis, are not permitted in or on the Premises or any other area of the Boryla Apartments. You, as well as Your Guests, shall refrain from causing any excessive noise, objectionable disturbance, or nuisance which may interfere with the comfort, convenience, or peaceful enjoyment of other Residents. Additionally, neither You, nor any of Your Guests, shall commit any act or omission in violation of any federal, state or local law, regulation or ordinance while in or on the Premises or any other area of the Boryla Apartments. Smoking (as defined in the Student Handbook) is prohibited inside any Boryla Unit or any Building Common Areas. Any smoking must be done at least 25 feet away from the exterior of the Boryla Apartments building. Smoking inside a Boryla Unit or inside any other area of the Boryla Apartments building may result in assessing You charges to cover the cost of cleaning, repainting, replacing carpet, or any other repair made necessary due to damage caused by smoking. Any such charges shall be charged to Your Student Account.

**12. Guest Policy.**

You are entitled to have Guests visit you in the Premises, and to have one Guest stay overnight in Your Assigned Space, subject to the provisions of this Section 12. No Guest may stay overnight more than three (3) consecutive nights, and not more than ten (10) nights per semester. No more than one Guest per bedroom will be allowed. You are responsible for the conduct of Your Guest(s) and for any financial obligations incurred by Your Guest(s) while at the Boryla Apartments. You and Your Guest(s) are subject to compliance with all of the applicable rules and regulations in the Student Handbook. If any Guest violates any of such rules and regulations or the provisions of this Section 12, the Guest may be required to promptly leave the Boryla Apartments. Before inviting any Guest(s), You should respect the rights of Your roommate(s) and obtain permission for such Guest(s).

**13. Laundry Facilities.** Use of the washer and dryer in each Boryla Unit will be available for the exclusive use of the Resident(s) of that Boryla Unit at no additional cost. Abuse of this privilege will result in consequences up to and including termination of this Contract.

**14. Pets.** There shall be no pets on the Premises, either residing or visiting, other than harmless aquatic life kept in an appropriate aquarium domain not to exceed 10 gallons in size. This provision will be strictly enforced by Regis. A violation of this provision will result in an assessment to cover all costs

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of cleaning, repainting, and repair of any damage, and possible termination of this Contract and Your removal from the Premises. This provision applies equally to pets of Your Guests.

- 15. Service Animals.** Under the Americans with Disabilities Act of 1990 (“ADA”), a service animal (usually a dog) is defined as an animal that has been individually trained to do work or perform tasks for an individual with a disability. The work or task(s) performed by the dog must be directly related to the person's disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, and meets the definition of “service animal” under the ADA regulations at 28 C.F.R. § 35.104. If You have a need for a service animal in the Boryla Apartments, You must consult with the Regis Student Disability Services office, and provide notice to Residence Life as soon as practicable. Advance notice of a need for a service animal in Residence Hall Housing must be given each subsequent academic year (as appropriate). The provisions in the Student Handbook relating to service animals shall apply to any service animal of a Resident, including, without limitation, the authority of Regis to place restrictions on, or prohibit a service animal in certain circumstances.
- 16. Emotional Support Animals.** Emotional support animals are not service animals. An emotional support animal is one that alleviates one or more identified symptoms or effects of a person’s disability by providing physical assistance, emotional support, calming, stability or another kind of assistance. Emotional support animals do not perform work or tasks that would qualify them as “service animals” under the ADA. Requests for emotional support animals in any Residence Hall Housing must be approved by the Regis Student Disability Services office and Residence Life. You are encouraged to apply for approval of an emotional support animal as early as possible. After approval is given, You must give notification to the Regis Student Disability Services office and Residence Life of an intention to keep the emotional support animal for each subsequent academic year (as appropriate) You reside in the Boryla Apartments or any other Residence Hall Housing. All provisions in the Student Handbook relating to emotional support animals shall apply to any emotional support animal of a Resident, including, without limitation, the authority of Regis to place restrictions on, or prohibit an emotional support animal in certain circumstances.
- 17. Parking.** If You wish to park a vehicle on the premises of the Boryla Apartments, You must purchase a parking permit from the Regis Parking and Transportation Services office (“Parking Services”).  
Parking permits for the limited number of parking spaces available will be issued through a lottery system administered by Parking Services. Residents are not guaranteed a parking permit and are encouraged to apply as early as possible. The parking permits issued for the parking spaces at the Boryla Apartments are unique and different from the campus parking permits required to park on the premises of the Regis Northwest Denver campus, which are not applicable to the Boryla Apartments. Street parking around the Boryla Apartments will not be available for Residents. Any Resident who does not obtain a parking permit for the Boryla Apartments, but still wishes to bring a vehicle to campus, must purchase a parking permit from Parking Service to park the vehicle on the Regis Northwest Denver campus.
- 18. Rules Related to Alcohol and Drugs.** As a Resident of the Boryla Apartments, and in connection with Your occupancy of the Premises, You agree to comply with all of the rules, regulations and policies related to alcohol and drugs set forth in the Residence Life & Housing & Student Handbook.
- 19. Rules Related to Weapons and Firearms.** Regis policies, rules and regulations, as stated in the Student Handbook, prohibit weapons and firearms anywhere on any property owned or operated by



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Regis, which includes, among others, the Boryla Apartments. Additionally, as a contractual condition of residence, You waive their right to possess, carry or store any weapon, firearm, explosives or other objects designed and/or used to inflict injury or damage, including, without limitation, any handgun possessed or carried under a valid concealed weapons permit, in or on any property owned or operated by Regis.

- 20. Assignment Prohibited.** You may not assign Your rights under this Contract in any manner or form whatsoever. This prohibition includes, among other things, entering into any agreement to allow any other individual to reside in or occupy the Premises.
- 21. Right of Entry.** Authorized employees of Regis have the right to enter the Premises at reasonable hours and in a reasonable manner to inspect the Premises, to perform maintenance or repair work, or to respond to an emergency or urgent repair need. However, for reasons of safety, health, an urgent need for maintenance or repair, or other official business, including, but not limited to, reasonable grounds to suspect a violation of any Regis policy set forth in the Student Handbook, Regis reserves the right to enter the Premises without prior notification or without Your presence, if necessary, in accordance with the applicable procedures set forth in the Student Handbook. Regis will conduct a health and safety inspection of the Premises once each semester, and You will be notified at least 24 hours in advance of such inspection.
- 22. Housing Reassignment or Transfer.** Regis shall have the right in its sole discretion to reassign You to comparable Residence Hall Housing upon providing notice to You at least ten (10) business days prior to the date of the proposed reassignment. You may elect to voluntarily request to transfer to another available Boryla Unit by completing an application for transfer for the next annual term, which must be submitted no later than February 1, 2020. No request can be made for a transfer to another Boryla Unit during the current Contract term. Transfer requests are reviewed on a case-by-case basis, and are determined at the sole discretion of Residence Life. Any Resident who has been approved for a voluntary transfer will be charged a \$150 administration fee to his or her Student Account to cover the costs associated with the transfer and cleaning of the vacated Premises. This administration fee does not cover the costs assessed by Residence Life for any damage to the Premises at the time You vacate the Premises.
- 23. Your Maintenance Obligations.** You will be responsible for keeping the Premises in a good, clean, and safe condition. You shall not make any alteration to the Premises without the prior written approval of Residence Life. You shall notify Regis immediately about any damaged, broken, or malfunctioning appliance, equipment, furniture, furnishing or other part of the Premises by using a Residence Life work order request available at [www.regis.edu/workorder](http://www.regis.edu/workorder). In an emergency situation, You may request emergency repair or maintenance by visiting the Residence Life office, calling or visiting the Residence Life community assistant on-call, making such a request on [www.regis.edu/workorder](http://www.regis.edu/workorder), or making an emergency work order call to the Regis Campus Safety office.
- 24. Regis' Maintenance Obligations.** Regis shall be responsible for maintenance and repair of the Boryla Apartments building structure and exterior items, such as the roof, doors, and windows, and for repair of the interior of the Premises and any damaged or malfunctioning appliance or fixture, upon receipt of notice or after inspection. If the repair is made necessary due to Your fault through act or

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neglect, or the fault through the act or neglect of any of Your Guests, the cost of the repair will be billed to You as provided in Section 9 above.

- 25. Notice of Hazardous Condition.** You shall immediately notify Regis of any hazardous condition existing on the Premises, and the same shall be repaired or removed promptly by Regis. If the hazardous condition was caused by or is due to Your fault through act or neglect or the fault through act or neglect of any of Your Guests, the repair or removal shall be billed to Your Student Account as provided in Section 9 above. In the event of a hazardous condition in the Premises or anywhere else in the Boryla Apartments, Regis has the right to immediately move You to other comparable Residence Hall Housing until such condition has been repaired or removed.
- 26. Responsibility for Personal Property.** Regis shall not be liable for any damage to or destruction or loss of any personal property kept on the Premises, unless such damage, destruction or loss is caused by its gross negligence. Therefore, You are strongly encouraged to insure Your personal property with an appropriate insurance policy. Regis has the right to require You to remove Your personal property from any Building Common Areas. Failure to comply with such a request within seventy-two (72) hours after notice of such request is given will result in removal of such items by Regis, and such items will be treated as abandoned property, giving Regis the right to donate or otherwise dispose of such personal property without any liability.
- 27. Notices.** Any notice required or permitted to be given under this Contract shall be in writing and sent to You via email to Your Regis email account. If the Premises appear to be vacant and the method of communication specified above has proven to be unsuccessful, Regis shall have the right to effectuate delivery of the notice by posting the notice in a prominent area outside the Premises. You shall deliver all notices and other communications required or permitted under this Contract in writing 11.1
- 28.** This Contract obligates You to select Meal Plan E: Regis University Off Campus Apartments meal plan and pay the cost for that plan.
- 29. Termination of Contract by Regis University.**
- 29.1 In addition to any other rights and remedies it may have under this Contract or applicable law, Regis may terminate this Contract upon the occurrence of any of the following circumstances:
- a. You fail to pay any amount charged to Your Student Account under this Contract when it is due and payable;
  - b. You breach, violate, or otherwise are in default of any of the terms and conditions of this Contract;
  - c. You cease to be a student at Regis as required in Section 6 above. If You fall below the required credit hours and do not obtain written permission from Residence Life to remain a Resident, which permission may be denied in the sole discretion of Residence Life, this Contract may be terminated by Regis. However, dropping below the required credit hours does not guarantee a full financial release from Your obligations under this Contract;



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d. If You fail to comply with any of the applicable rules and regulations set forth in the Student Handbook, Residence Life policies and procedures, or any applicable federal, state or local law, regulation or ordinance; or

e. If You fail to occupy the Assigned Space on or after Your scheduled date for occupancy without the written permission of Residence Life.

29.2 In the event Regis terminates this Contract for any of the reasons described in Section 28.1 above, Regis will give you notice of such termination, stating the termination date and the reason(s) for termination. After the termination date, Regis shall be entitled, without further notice, to enter the Premises, recover possession thereof, and remove You and Your personal property from the Premises without any liability for trespass or otherwise.

29.3 Notwithstanding any other provision of this Contract, Regis specifically reserves the right to immediately remove any individual from the premises of the Boryla Apartments if Regis, in its sole discretion, determines that such individual presents an immediate risk of harm to himself/herself, others, or Regis property.

29.4 Except as expressly provided in this Section 28.4, if this Contract is terminated in accordance with any of the provisions of this Section 28, You will be required to immediately surrender the Premises and all Regis-owned property under the same terms and conditions as would apply under this Contract if the surrender were to take place at the end of the term of this Contract. If this Contract is terminated in accordance with the provisions of Section 28.1c, you will be required to surrender the Premises and all Regis-owned property within the time specified in Section 7 above. Also, upon termination of this Contract Regis may reassign the Assigned Space on such terms and conditions as Regis may determine in its sole discretion.

29.5 No termination of this Contract in accordance with the provisions of this Section 28 will relieve You of Your obligations and liability under this Contract, and such obligations and liabilities shall survive any termination of this Contract.

29.6 In any termination of this Contract in accordance with this Section 28, Your Student Account will be charged for all costs, charges and fees incurred by You under the terms of this Contract. In any early termination of this Contract, You will be obligated to pay Semester Housing Charges in the minimum amount equal to three (3) months of the Semester Housing Charges in effect at the time of such termination.

**30. Termination of Contract by Resident.**

**30.1 Termination Prior to Date of Occupancy:** You may terminate this Contract before the scheduled date for Your occupancy of the Assigned Space by giving notice of such termination to Residence Life and complying with the provisions of Section 30.1 a or 30.1b below, whichever is applicable.

a. If You terminate this Contract before May 1, You will be charged and obligated to pay for one (1) month of the Semester Housing Charges, two hundred and fifty dollar (\$250) housing deposit and the fifty dollar (\$50) application fee shall be retained by Regis.

b. If You terminate this Contract after May 1, You will be charged and obligated to pay for three (3) months of the Semester Housing Charges, two hundred and fifty dollar (\$250) housing deposit and the fifty dollar (\$50) application fee will be retained by Regis.

30.2 Termination by Authorized Cancellation after the Date of Occupancy:

a. You may terminate this Contract after the date of Your occupancy in the Assigned Space for any of the following reasons, each being a "Authorized Cancellation", by giving Residence Life notice of such termination, specifying an effective date of termination not sooner than thirty (30) days after Residence Life's receipt of such notice:

An Authorized Cancellation of this Contract may be approved based only on the following reasons: graduation from the University, transferring to another school, total withdrawal/leave of absence from the University, studying abroad, marriage, drafted or commissioned by the U.S. Armed Forces, academic or disciplinary suspension or dismissal or medical necessity. The specific requirements for each of these reasons for cancellation are detailed in the Housing Cancellation Request Form.

b. If you terminate this Contract pursuant to this Section 29.2 based on an authorized cancellation, Your Student Account will be charged for all costs, charges and fees incurred by You under the terms of this Contract. In any early termination of this Contract, You will be obligated to pay Semester Housing Charges in the minimum amount equal to three (3) months of the Semester Housing Charges in effect at the time of such termination.

c. Within thirty (30) days after receipt of Your timely termination notice (together with any documentation required in accordance with Section 29.2a for an Authorized Cancellation, Regis will notify You in writing of any charges and fees known as of that date that will be debited against any Semester Housing Charges You may have pre-paid in Your Student Account.

30.3 Termination After the Date of Occupancy for Reason Other than Authorized Cancellation: You may give notice to Residence Life requesting that this Contract be terminated after the date for Your occupancy of the Assigned Space for a reason other than an Authorized Cancellation. Such notice must be given to Residence Life at least sixty (60) days before the proposed date for vacating the Premises. Residence Life may refuse to approve such a request in its sole discretion. However, if such a request is approved, Your application fee and housing deposit will be retained by Regis, and Your Student Account will be charged all costs, charges and fees incurred by You under the terms of this Contract. In any early termination of this Contract, You will be obligated to pay Semester Housing Charges in the minimum amount equal to three (3) months of the Semester Housing Charges in effect at the time of such termination.

30.4 Notice to Terminate Required: In no case will Regis approve any notice or request to terminate this Contract unless You give Regis Your notice of termination as required by the terms of this

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Contract. If you should vacate the Premises without giving Regis such notice and obtaining written approval therefor, this Contract will not be deemed terminated, and You will be obligated to pay all amounts due under the terms of this Contract.

30.5 Vacating Premises after End of Fall Semester. In any case where You are vacating the Premises after the end of the fall semester, You must vacate the Premises no later than the Sunday after the graduation commencement.

**31. Surrender of Premises.**

31.1 Except as otherwise expressly provided in this Contract, when this Contract expires and has not been renewed in writing, or when this Contract is otherwise terminated, You will immediately vacate the Premises and remove all of Your Personal Property. If You fail to vacate the Premises as required, Regis will have the right to remove You and recover possession thereof without any liability for trespass or otherwise. If Your Personal Property remains in or about the Premises after this Contract has expired without renewal or has been terminated, You will be charged for the removal and storage of any such personal property. If Your personal property is not reclaimed and any accrued storage fees paid within two (2) weeks after the expiration or any termination of this Contract, such personal property will be treated as abandoned property, and Regis may donate or otherwise dispose of such property without any liability whatsoever.

31.2 At the expiration or termination of this Contract, You must check-out of the Premises by completing and delivering to Residence Life all required paperwork, and returning Your Regis student identification card and all of the keys previously given to You for the Premises. Your Student Account may be assessed an improper check-out charge and/or a lock change charge if the check-out process is not followed and/or keys and student identification card are not returned on time.

**32. Waiver and Severability.** Any failure by Regis to enforce compliance with any of the provisions of this Contract or to exercise any power which has been conferred by this Contract shall not invalidate the Contract or operate as a waiver of the power or authority which has not been exercised. A declaration or judgment by a court or other competent judicial authority that any provision contained in this Contract is invalid or unenforceable shall not affect the remainder of the Contract, which shall continue in full force and effect.

**33. Force Majeure.** Neither party shall be held in breach of this Contract on account of natural disasters or other events beyond the control of either party, including, but not limited to, fire, floods, inclement weather, labor disputes, or civil disorder.

**34. Governing Law and Designated Litigation Venue.** This Contract shall be deemed to have been made and accepted in Denver County, Colorado, and the laws of the State of Colorado, excluding its choice of laws rules, shall govern any interpretation or construction of this Contract. Any legal action to enforce, modify, interpret, or rescind this Contract shall be commenced and prosecuted in the courts of Denver County, Colorado, or in the Federal District Court for the District of Colorado. Each party hereby submits to the personal jurisdiction of said courts and waives the right to change the venue specified in this Section 33.

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- 35. Recovery of Enforcement and Collection Costs.** If, in order to enforce any provision of this Contract or to collect any sum due and payable hereunder, it becomes necessary to engage a collection agency and/or attorney, Regis shall be entitled to recover all of its reasonable attorney's fees and costs of enforcement or collection in addition to any damages awarded.
- 36. Educational Purposes of Contract.** You agree that by the terms of this Contract, (i) Regis is providing You housing accommodations for educational purposes; (ii) You are agreeing to pay all of the charges for such services in accordance with the payment terms established in writing by Regis, which may include deferred payment terms of those charges for Residence Hall Housing; and (iii) based on the foregoing, Your indebtedness under this Contract represents an educational loan and is not dischargeable in bankruptcy.
- 37. Waiver of Class Action Rights.** By entering into this Contract, You are waiving Your right to bring or participate in any class action or multi-plaintiff or -claimant action in court related to this Contract. Any litigation initiated under this Contract shall be conducted on an individual basis, solely between You and Regis, and under no circumstances shall this Contract allow or authorize adjudication of any controversy or claim arising under this Contract by means of a class action.
- 38. Entire Agreement.** This Contract and any provision expressly incorporated in it by reference, such as provisions of the Student Handbook, constitute the entire understanding between You and Regis on the subject of Your residency at the Boryla Apartments, and supersedes all prior oral discussions and/or written agreements on this subject between You and any officers, employees, or agents of Regis. Any subsequent modification to this Contract must be in writing and signed by You and an authorized representative of Regis in order to be effective.
- 39. No Interest or Estate in Premises.** The parties agree that this Contract is a license to use the Premises and shall not operate or be construed to create the relationship of landlord and tenant between the parties under any circumstances whatsoever, and no tenant remedies of a landlord/tenant relationship shall be available to You. You also agree that You do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises or any other Regis property by virtue of this license or Your occupancy or use thereof under this Contract.
- 40. Headings.** The section headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

BY INSERTING YOUR REGIS STUDENT IDENTIFICATION NUMBER AND CLICKING ON THE "I AGREE" BOX BELOW AND SUBMITTING THIS CONTRACT AS PART OF YOUR ONLINE HOUSING APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND UNDERSTAND THAT THIS CONTRACT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND REGIS; (ii) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT; AND (iii) YOU INTEND TO AUTHENTICATE THIS CONTRACT SO THAT IT WILL HAVE THE SAME FORCE AND EFFECT AS IF YOU MANUALLY SIGNED IT.

A COPY OF THIS CONTRACT WILL BE EMAILED TO YOU AT YOUR REGIS.EDU EMAIL ADDRESS.

# REGIS UNIVERSITY

## RESIDENCE LIFE AND HOUSING

THIS CONTRACT WILL BE DEEMED APPROVED AND ACCEPTED BY REGIS ONLY WHEN A COPY OF IT IS SENT TO YOU BY THE RESIDENCE LIFE AS PROVIDED ABOVE.

\_\_\_\_\_

Date: \_\_\_\_\_

Student's Name: \_\_\_\_\_

Student Identification Number: \_\_\_\_\_

Student Signature \_\_\_\_\_