

Office of Residence Life and Housing

2019-2020 Full Academic Year Housing Contract

This 2019-2020 Full Academic Year Housing Contract (“Contract”) is made by and between Regis University (“University”) and the undersigned student (“You” or “Your”) as of the date shown below.

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

**1.0 Legally Binding Agreement; Definitions**

- 1.1 This Contract is a legally binding agreement between You and University covering housing accommodations and food service that University 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) “Residence Hall Housing” means any residence hall or other residential property owned and/or operated by University to provide housing accommodations to its students.
  - (b) “Office of Residence Life” means University’s Office of Residence Life and Housing.
  - (c) “Assigned Space” means the living space in a room in Residence Hall Housing assigned to a University student by the Office of Residence Life, which includes the use of a single bed, chest of drawers, desk, chair, and closet space.
  - (d) “Common Area” means an area within any Residence Hall Housing that is available for common use by its residents and their permitted invitees, including, without limitation, the building lobby, study rooms, meeting rooms, and lounge and recreation areas.
  - (e) “Student Handbook” means the Regis University Student Handbook, as published and amended from time to time.
  - (f) “Academic Catalog” means the Regis University Academic Catalog, as published and amended from time to time.
  - (g) “Student Account” means the Regis University student account to which all charges incurred under this Contract are posted.

**2.0 Contract Required**

- 2.1 You acknowledge and agree that each University student who resides in Residence Hall Housing must agree to the terms and conditions of this Contract.

**3.0 Eligibility for Residence Hall Housing**

- 3.1 In order to be eligible for Residence Hall Housing, You must be enrolled as a full-time, traditional undergraduate student at the University (i.e., enrolled for at least 12 credit hours in an academic semester) in a program for a baccalaureate degree, and You must either (i) maintain such full-time status at all times while residing in the Residence Hall Housing or (ii) obtain written authorization from the Office of Residence Life to continue residing in the Residence Hall Housing with less than a full-time student status.

## **4.0 Term of Contract**

4.1 The term of this Contract is one (1) full academic year (i.e., consecutive fall and spring semesters). Absent an Authorized Cancellation as further described in Section 12 below, You are responsible for the Residence Hall Housing charges for the entire term of this Contract. Since this Contract extends for a full academic year, it is important that You and Your family plan well in advance for this commitment. However, University reserves the right to terminate this Contract and Your occupancy of Residence Hall Housing in accordance with the provisions of this Contract.

## **5.0 Residence Hall Housing Assignment and Occupancy**

5.1 University will reserve an Assigned Space for You, but only after You have completed the online Housing Application and paid the required non-refundable housing reservation fee (\$150 for first-year and transfer students, \$300 for second-year, third-year and fourth-year students).

5.2 University reserves the right to select an Assigned Space for You in its sole discretion. While University will attempt to accommodate Your preferences, it does not guarantee assignment to a particular building, type of housing accommodation or room, or a specific roommate.

5.3 You must claim Your Assigned Space on the date and time specified in writing by the Office of Residence Life by checking into Your Assigned Space in person. If You anticipate that Your arrival at the University will be delayed, You must notify the Office Residence Life in writing of the date of Your delayed arrival and check in to Your Assigned Space as instructed in writing by the Office of Residence Life. Your failure to claim Your Assigned Space does not constitute a cancellation of this Contract or relieve You of Your obligations under this Contract.

5.4 University reserves the right in its sole discretion (i) to make, change, or cancel assignments of Assigned Space, including making temporary assignments, as it deems necessary, whether for reasons of order, health, safety, discipline, or otherwise, and (ii) to consolidate students in Assigned Space as needed.

5.5 You may not change Your Assigned Space to another building or room in Residence Hall Housing without first complying with the procedure for requesting such change set forth in the Student Handbook and receiving the prior written approval of the Office of Residence Life, which approval is within University's sole discretion and subject to Assigned Space availability. Making any such change without the necessary authorization may subject You to disciplinary action and/or an obligation to pay additional housing costs.

## **6.0 Compliance with Housing Policy**

6.1 You will not reside in or occupy any space in Residence Hall Housing other than Your Assigned Space, except that You may have customary use of Common Areas.

6.2 You will comply with the applicable Residence Hall Housing closing directives from the Office of Residence Life and vacate Your Assigned Space (i) at the specified time on the scheduled beginning date of the winter break period, and (ii) within twenty-four (24) hours after Your last final examination in the spring semester, or if You are a graduating student, no later than noon on the Monday following the spring semester commencement, unless special permission to remain longer has been granted to You in writing by the Office of Residence Life.

6.3 You will not reside in or occupy any Residence Hall Housing during any period when the Residence Hall Housing is officially closed, such as winter or summer break periods. If You should violate this provision, You will be required to immediately leave such premises and will also be subject to disciplinary action.

6.4 You will not enter or occupy any Residence Hall Housing before or after the authorized move-in dates and move out dates specified in writing by the Office of Residence Life for the fall and spring semesters, unless You are expressly given an earlier move-in or late stay date in writing by the Office of Residence Life.

6.5 If You wish to obtain any housing accommodation in Residence Hall Housing other than that which is provided for by this Contract, You must submit a written request for it to the Office of Residence Life, obtain prior written approval from the Office of Residence Life, and pay any applicable charges as instructed.

6.6 You will abide by all policies related to living in Residence Hall Housing as provided in the current edition of the Student Handbook. You will also comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with Your use and occupancy of Residence Hall Housing.

6.7 You will abide by the guest policy set forth in the current edition of the Student Handbook.

6.8 In the event You breach any provision of this Contract, including, without limitation, any provision that is incorporated herein by reference, such as the policies related to living in Residence Hall Housing provided in the current edition of the Student Handbook, University may terminate this Contract, remove You from Residence Hall Housing, and take possession of Your Assigned Space.

6.9 Should this Contract be terminated, You agree to vacate Residence Hall Housing within twenty-four (24) hours after receiving notice of such termination, unless special permission to remain longer has been granted to You in writing by the Office of Residence Life.

## **7.0 Housing and Other Charges**

7.1 You authorize University to charge and post directly to Your Student Account any and all charges incurred related to Residence Hall Housing, including, but are not limited to: housing charges; cost of a meal plan; reimbursement of damage costs; lost student ID card and key replacement fees; lock replacement costs; and lock-out fees. You agree to pay all such charges in accordance with the payment terms established in writing by the University, which may include deferred payment terms of those charges for Residence Hall Housing and a student meal plan.

7.2 You will be issued a student ID card and/or key to gain access to Your Assigned Space and the building in which it is located. Loss of, or failure to return the student ID card and/or key at the time of Your withdrawal from the University, termination or cancellation of this Contract, a change of Assigned Space, or the end of the academic year will result in charges to Your Student Account for the replacement costs as provided in Section 7.1 above.

## **8.0 Residency Requirement**

8.1 University has a residency requirement for all first-year and second-year traditional undergraduate students that requires all such students to live in Residence Hall Housing for four consecutive semesters, not including summer sessions, with certain exceptions, all of which is described more fully in the Residence Life & Housing Handbook located in the Ranger Front Porch. You agree to comply with this residency requirement, if applicable.

## **9.0 Liability and Damage**

9.1 Your signature on the check-in form that is completed and delivered to You at the time You check-in and begin Your occupancy of the Assigned Space is Your acceptance of the condition of the Assigned Space and its contents, and, therefore, becomes the standard for the condition of the Assigned Space and its contents at the termination of Your occupancy.

9.2 You will vacate and check-out of Your Assigned Space in accordance with the directions given to You in writing by the Office of Residence Life.

9.3 Upon vacating and checking-out of Your Assigned Space, You will return the Assigned Space and its furnishings in the condition that was documented when You first assumed occupancy, normal wear and tear excepted. Any alterations to the Assigned Space during the term of this Contract must be approved in writing by the Office of Residence Life prior to such alteration being undertaken. Failure to comply with this provision may result in disciplinary action and/or an obligation to pay damage costs.

9.4 All University property, including, without limitation, any and all furnishings in any part of the Residence Hall Housing occupied or used by You under this Contract, shall not be moved from the areas where they are placed by the University without prior written authorization from the Office of Residence Life.

9.5 You will be liable for any damage or other loss, including, without limitation, the cost of necessary maintenance and clean-up, incurred to the building, room, furniture and equipment of the Residence Hall Housing that is not the result of ordinary wear and tear. Damage within Your Assigned Space is Your responsibility. Any damage that occurs to Common Areas that is not attributable or chargeable to a specific individual or group must be equally shared by the residents of the living area where that damage occurred. The costs for such damage will be charged to Your Student Account, and You agree to pay such costs upon demand.

9.6 You will be responsible for the care and safety of Your personal property, and University assumes no liability whatsoever for the loss of or damage to any of Your personal property, including, without limitation, money, valuables, clothing, or electronic equipment, regardless of the cause of loss or damage, and regardless of where such loss or damage occurs. **You are strongly encouraged to purchase and maintain private insurance on Your personal property.**

## 10.0 Right of Entry

10.1 University respects Your right of privacy in Your Assigned Space. However, for reasons of safety, health, general welfare, or maintenance, repair, or other official business, including reasonable grounds to suspect a violation of University policy, University reserves the right to enter any Assigned Space, including, without limitation, the right to conduct health and safety inspections, and may do so without prior notification or without Your presence, if necessary, in accordance with the procedures set forth in the Student Handbook.

## 11.0 Meal Plan

11.1 If You are a first or second year student living in Residence Hall Housing, this Contract obligates You to select student meal plan A or B and pay the cost for that plan.

## 12.0 Cancellation of Contract

12.1 If You wish to cancel this Contract, You must complete and submit to the Office of Residence Life a Housing Cancellation Request Form in accordance with the applicable procedures set forth in that form, which is available on the Office of Residence Life website at [www.regis.edu/housing](http://www.regis.edu/housing) under the "Housing Forms" tab. You must include with that form a letter from You describing the specific situation that necessitates a cancellation of this Contract and the accompanying documentation specified in the Housing Cancellation Request Form. Absent an Authorized Cancellation, You will not be released from Your obligations to pay all remaining housing charges associated with the Housing Contract.

12.2 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.

12.3 Submitting a Housing Cancellation Request Form does not guaranty a cancellation of this Contract. The Office of Residence Life will review and evaluate Your request, make its decision in its sole discretion, and notify You in writing of that decision.

12.4 If Your request for cancellation of this Contract is approved, any refund of housing charges You may receive will be based on the applicable Housing Refund Chart, which is available in the Residence Life & Housing Handbook located in the Ranger Front Porch.

## 13.0 Collection of Amounts Due

13.1 If You fail to pay any amount charged to Your Student Account under this Contract when it is due and payable, University may: (i) charge You late fees and add them to Your Student Account; (ii) declare the entire balance of Your

housing charges due and payable; and (iii) send Your Student Account to an external collection agency and/or attorney for collection. If Your Student Account is sent to a collection agency and/or attorney for collection through legal proceedings or otherwise, You agree to pay late fees, collection agency fees which may be based on a percentage of up to thirty percent (30%) of the amount You owe, reasonable attorney's fees and litigation costs, and all other applicable charges incurred by the University.

13.2 If You fail to pay any amount charged to Your Student Account under this Contract when it is due and payable, University reserves the right to (i) restrict and/or drop Your registration in any classes and (ii) refuse to release Your transcripts and/or Your diploma until Your financial obligation with the University is paid in full.

13.3 If You should default in paying any amount due under this Contract, University and its respective agents reserve the right to report information about such default to each of the credit bureaus.

13.4 You agree that by the terms of this Contract, (i) University is providing You housing accommodations and/or a meal plan 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 the University, which may include deferred payment terms of those charges for Residence Hall Housing and/or a student meal plan; and (iii) based on the foregoing, Your indebtedness under this Contract represents an educational loan and is not dischargeable in bankruptcy.

13.5 You authorize University and its respective agents and contractors to contact You regarding Your Student Account, including payment of Your financial obligations under this Contract, at the then current or any future phone number You provide for Your cellular phone or other wireless device, using automated telephone dialing equipment, or artificial or pre-recorded voice or text messages.

## **14.0 Miscellaneous**

14.1 It is Your responsibility to update the University in writing with Your current mailing address and/or email address if any such address changes. Your failure to receive via the U.S. Postal Service a bill for payment of any amount due under this Contract, including, without limitation, any applicable collection fees, will not relieve You of Your obligation to pay such amount.

14.2 Except as otherwise expressly stated in this Contract, this Contract constitutes the entire agreement between You and the University regarding the subject matter hereof. This Contract may not be modified or amended, except in a writing signed by both You and University. Any waiver of, or exception to the provisions of this Contract affecting Your obligations must be in writing and signed by University.

14.3 You and University agree that this Contract is a license to use the Assigned Space and Common Area and shall not operate or be construed to create the relationship of landlord and tenant between You and University 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 Assigned Space or Common Area or any other University property by virtue of this license or Your occupancy or use thereof under this Contract.

14.4 Your rights under this Contract are not assignable, and You are prohibited from entering into any agreement to allow, or otherwise permitting any other individual to reside in or occupy Your Assigned Space.

14.5 The failure of University to enforce its rights under this Contract at any time, or for any period of time, shall not be construed as a waiver of such rights.

14.6 If any provision of this Contract is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Contract shall be affected.

14.7 This Contract shall be governed by Colorado law, excluding its conflicts of laws provisions, and any dispute arising under this Contract shall be adjudicated in the courts of the County of Denver, Colorado, to which You and the University consent to personal jurisdiction.

14.8 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 the University, 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.

14.9 Any notice required or permitted to be given to You under this Contract shall be sent to You via Your regis.edu email address. You shall deliver all notices and other communications required or permitted under this Contract in writing to University, including the Office of Residence Life, via email at reslife@regis.edu.

BY 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 UNIVERSITY; (ii) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT; (iii) YOU INTEND TO AUTHENTICATE THIS CONTRACT SO THAT IT WILL HAVE THE SAME FORCE AND EFFECT AS IF YOU MANUALLY SIGNED IT; AND (iv) IF YOU ARE A MINOR (UNDER 18 YEARS OF AGE), YOUR PARENT OR GUARDIAN MUST ALSO READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND SUBMIT IT TO THE OFFICE OF RESIDENCE LIFE.

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

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

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

Student Identification Number: \_\_\_\_\_ I AGREE

I AM THE PARENT OR LEGAL GUARDIAN OF THE STUDENT SIGNING THIS HOUSING CONTRACT. BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT: (i) I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND UNDERSTAND THAT THIS CONTRACT IS A LEGALLY BINDING AGREEMENT BETWEEN ME AND UNIVERSITY; AND (ii) I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THIS CONTRACT MUST BE SIGNED BY THE STUDENT'S PARENT OR LEGAL GUARDIAN, IT WILL BE DEEMED APPROVED AND ACCEPTED BY UNIVERSITY ONLY WHEN (i) THE COPY SIGNED BY THE PARENT OR GUARDIAN IS RECEIVED BY THE OFFICE OF RESIDENCE LIFE, AND (ii) A COPY OF IT IS SENT TO THE STUDENT SIGNING IT BY THE OFFICE OF RESIDENCE LIFE AS PROVIDED ABOVE.

\_\_\_\_\_  
Parent's or Legal Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's or Legal Guardian's Printed Name