

Residential Life Student Housing Agreement
2023-2024 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, 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 (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 of the terms and conditions contained within this document, as well as the policies of Concordia University Texas contained in the *Student Handbook*.

ELIGIBILITY AND RESIDENCY REQUIREMENT

All 1st and 2nd year students are required to reside in campus housing for their first 2 full academic years of enrollment and must submit a completed Housing Application form. Returning Residents interested in living on campus must renew their applications for housing each year by the established deadline(s). 1st and 2nd year students are first priority for housing assignments due to the requirement. Returning residents who are not 1st or 2nd year students 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-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.

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.

This Agreement begins on Wednesday August 23, 2023 and ends on Saturday April 30, 2023. Please note: These dates are subject to change at the discretion of Concordia University Texas should another public health emergency arise. 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 2023 and Spring 2024 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, though, summer housing is available via a separate housing application and agreement. Students requesting housing during the summer may submit that request to the Office of Residential Life. Should space be available and the request be approved, a separate Agreement and payment for the summer will be required.

This Agreement does not automatically include housing over the Winter Break. The residence halls have limited services over Winter Break beginning at 5:00 PM on Friday, December 15, 2023 and will be fully open at 8:00 AM on Sunday, January 7, 2024. 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 unless they sign-up to stay over the break and should plan accordingly by 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 at residentiallife@concordia.edu to request the withdrawal of their housing application prior to July 1st 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 will 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 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 that lasts for at least 8 weeks or longer.
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.
 6. Residents who, during the agreement term, receive an accommodation from the Success Center that permits the student to live off campus will be released from this agreement. Residents receiving such an accommodation 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.

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.

ROOM ASSIGNMENTS AND CHANGES

While CTX 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, CTX may not be able to house everyone who applies. Priority is given to incoming first & second year students followed by returning residents.
2. While CTX 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. The University does not discriminate on the basis of race, religion, disability, sexual orientation, veteran's status, or national origin in making room or roommate assignments.
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 Office of Residential Life 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 considered. Submission of a request to change rooms does not guarantee a resident will be permitted to switch rooms.
8. All room change requests will be reviewed by the Director of Student Life or Residential Life 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 the Office of Residential Life 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 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.

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, Resident is responsible for notifying a member of the CTX staff, and will 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'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 in 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. 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 CTX or the Office of Residential Life.

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 the Office of Residential Life. 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.
- 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 Success Center prior to the animal being permitted in the residence halls.
- Tampering with or misuse of fire alarm systems and fire suppression 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, weather events, or off-site conditions. 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.

COVID-19 SPECIFIC INFORMATION

In an effort to reduce the spread of COVID-19, the University & Residential Life may, at times, add additional expectations or restrictions. Students are expected to abide by these expectations and restrictions as well as any other reasonable, lawful requests by a CTX staff member, as outlined in the Student Code of Conduct. Failure to do so will result in a referral for disciplinary action and the immediate removal from campus housing.

Residents are expected follow staff instructions if told to isolate or quarantine. Residents may choose to leave campus and go home for their isolation/quarantine period. Residents who choose to isolate/quarantine on campus will not be permitted to leave their assigned space for the duration of their isolation/quarantine period except for medical care. Meals and other necessities will be delivered to residents in those spaces. Residents who leave their assigned isolation/quarantine space without approval will be referred for disciplinary action under the Student Code of Conduct and face immediate interim removal from campus.

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.