

# **Residence Hall and Food Service Agreement for Rentals of University Residence Halls**

**2020-2021**

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This document sets forth the terms and conditions upon which space in residence halls owned by Creighton University (herein called the UNIVERSITY) may be occupied by a person (herein called the RESIDENT). The UNIVERSITY agrees to provide to the RESIDENT a limited license to use and occupy space in a residence hall subject to the following conditions. Failure of the RESIDENT to meet any of these conditions of residency may result in the cancellation of this agreement by the UNIVERSITY. In addition, violations of the terms and conditions of this Agreement by the RESIDENT may also result in disciplinary action of the RESIDENT where applicable.

## **WHO MAY OR MUST LIVE IN THE RESIDENCE HALLS:**

The following requirements apply to residence hall living:

1. The RESIDENT must be a full-time, undergraduate matriculated student at the UNIVERSITY. (If space allows, the UNIVERSITY may permit housing of part-time, graduate, and professional students in UNIVERSITY residence halls.) For 12 month agreements, the RESIDENT must be a full-time, undergraduate, matriculated student who has completed at least two full years at Creighton or another college or university.
2. The RESIDENT must be enrolled in course work that has a physical meeting requirement in Omaha to be eligible to live in UNIVERSITY housing.
3. The RESIDENT must be in good financial, academic, and behavioral standing with the UNIVERSITY in order to maintain eligibility for on campus housing. Failure to maintain this standing will result in cancellation of the agreement by the UNIVERSITY.
4. All unmarried undergraduate students from outside the immediate Omaha area, as defined by the UNIVERSITY, are required to live in UNIVERSITY residence halls during their first two years at the UNIVERSITY. A request to be exempt from this requirement must be made electronically to the Senior Director for Housing and Auxiliary Services via email at [living@creighton.edu](mailto:living@creighton.edu), by July 15 for requests for the upcoming fall semester, and by December 1 for the upcoming spring semester. Only the Senior Director for Housing and Auxiliary Services or their designee will be able to permit these exemptions.
5. Students from the Omaha area may live in the residence halls. Otherwise, during their first two years at the University, students from the Omaha area **MUST** live with a parent or guardian unless given permission by the Senior Director for Housing and Auxiliary Services or their designee to live elsewhere.
6. Students receiving room and board as part of a scholarship or grant endowed by the UNIVERSITY are required to live in UNIVERSITY residence halls during the period they receive funds from the University. Should scholarship or grant students receiving full room and board choose to live off campus beyond their second year at the University, they will forfeit those scholarships or grant dollars that fund room and board.
7. Others may reside in UNIVERSITY residence halls only after receiving the written permission from the Senior Director for Housing and Auxiliary Services or their designee.

**LENGTH OF AGREEMENT FOR DEGLMAN, GALLAGHER, HEIDER, KENEFICK, KIEWIT, MCGLOIN, SWANSON AND SOPHOMORE RESIDENTS OF DAVIS SQUARE:**

A RESIDENT agrees to occupy **AND TO PAY FOR** occupying the residence hall for the entire academic year, or the remaining portion of the academic year if the student commences use of residence hall services during the academic year, unless the RESIDENT has requested an exemption from and has been granted approval by the Senior Director for Housing and Auxiliary Services, or their designee.

A RESIDENT'S occupancy in the residence hall is allowed beginning the Sunday before the first day of classes as published in the Creighton University Undergraduate Bulletin of each semester OR the time specified for early arrival of new and transfer students and ending at noon on the final Saturday of exam week as designated by the University Registrar's Academic Calendar. Students whose class schedules begin earlier or end later than that of the standard academic calendar may request permission to reside in the halls but may be charged an additional daily rate for any room services. Board services are not available outside of the standard academic period. Students who wish to return to the halls early for non-academic reasons must first be given permission by Housing and Auxiliary Services and may be charged additionally for residence hall room services provided. Failure to receive permission before moving into the halls will result in fines and disciplinary action. During periods when residence hall occupancy is not permitted, the RESIDENT may not enter any campus residence hall for any purpose. The UNIVERSITY encourages the RESIDENT to remove valuable personal property when the halls are closed. Storage of any items over the summer break is prohibited.

**LENGTH OF AGREEMENT FOR OPUS HALL AND UPPERCLASSMEN RESIDENTS OF DAVIS SQUARE:**

A RESIDENT agrees to occupy **AND TO PAY FOR** occupying the apartment from **May 20, 2020 to May 16, 2021**, unless the RESIDENT has requested permission to live out of residence and has been granted approval by the Senior Director for Housing and Auxiliary Services or their designee. RESIDENTS who sign the Housing Agreement after May 20, 2020 will pay a pro rata portion of the occupancy rate as determined by Housing and Auxiliary Services based on the actual signing date.

**MEAL PLAN AGREEMENT:**

All freshmen and sophomore residents are required to have a meal plan. Available meal plans are dependent on room and building assignment. More information can be found at <https://creighton.edu/living>. Exemptions (for religious or medical reasons) to meal plan requirements may be requested electronically to the Senior Director for Housing and Auxiliary Services via email at [living@creighton.edu](mailto:living@creighton.edu). A RESIDENT agrees not to allow their meals to be used by another person. Meal plans are valid only for the semester in which they are purchased. No credit, refund, or carry-over into another semester is permitted. Allowances are not made for any unused meals or Dining Dollars. No foodstuffs, cafeteria property, or UNIVERSITY property may be removed from food service premises without prior approval except for the Simply To Go program offerings.

**ROOM INSPECTIONS AND DAMAGE CHARGES**

Rooms will be inspected when the RESIDENT takes occupancy, mid-Fall semester, during the

Christmas break, mid-Spring semester, and when the RESIDENT vacates the room. Changes in the condition of the room and its furnishings will be entered on the Online Room Inspection Form. Any damages or alterations to the room will be charged to the RESIDENT(S). A RESIDENT agrees to surrender the premises to the UNIVERSITY at the termination of this Agreement in clean and in as good condition as when taken. It is understood that the RESIDENT has examined the premises and found the same to be clean and in good condition the commencement of this Agreement. If the RESIDENT should find the premises at the commencement of this Agreement in a condition not clean and not in good condition, the RESIDENT must make this known electronically via online room inspection form to Housing and Auxiliary Services within 5 days of taking possession of the premises. All RESIDENTS have joint responsibility for damages or alterations to common spaces within assigned rooms as well as shared lounges and furniture in the residence hall if those parties responsible for the damages or alterations are not found, and ALL RESIDENTS will be billed an equal portion of the costs to repair and restore these common areas and furniture.

**ASSIGNMENT AND REASSIGNMENT OF SPACE:**

1. To the extent possible, RESIDENTS will be assigned residence space in accordance with the preferences stated on the Application. No guarantee is made, however, that a RESIDENT'S assignment preference or specific request will be honored. The RESIDENT agrees to accept and pay for the space assigned by the UNIVERSITY.
2. Residents will be assigned residence space with roommates of the same sex. There will be no assignments considered from roommates of the opposite sex.
3. The UNIVERSITY will not discriminate in room or hall assignment on the basis of race, color, religion, national origin, disability, age, sexual orientation, or veteran's status. Requests which are based upon such consideration will not be considered, except for a request for a reasonable accommodation in the case of a qualified student with a disability.
4. A RESIDENT may make a change of room or space assignment only with UNIVERSITY approval and only in accordance with established room change procedures. Room changes cannot be made until two weeks after the first day of classes each semester.
5. The UNIVERSITY reserves the right to assign or reassign residents to rooms within residence halls at any time for any reason deemed adequate by the UNIVERSITY in its sole discretion. The UNIVERSITY reserves the right to reassign students in order to consolidate vacant spaces.
6. The UNIVERSITY reserves the right to increase room occupancy as the need arises so long as such an increase conforms to prevailing occupancy and health standards.
7. If a vacancy occurs in assigned space, the remaining RESIDENT(S) of such space agree(s) to be bound by decisions of the UNIVERSITY regarding the reassignment of another RESIDENT to the vacant space.
8. When vacating an assigned space, regardless of the reason, the RESIDENT agrees to complete the checkout procedures established by the UNIVERSITY.
9. The RESIDENT agrees to live in the space that the UNIVERSITY has officially assigned to them.
10. The RESIDENT agrees not to sublet or assign their room to another person. RESIDENTS may not increase the occupancy of the room.
11. The RESIDENT agrees to allow the UNIVERSITY to release their name, address, telephone number, and e-mail address to the RESIDENT'S prospective roommate.
12. The RESIDENT agrees and shall insure that their roommate(s) will have access to and

equitable use of space.

13. The RESIDENT agrees to promptly vacate their room on the final Saturday of exam week as designated by the University Registrar's Academic Calendar or when the UNIVERSITY terminates the Agreement/Contract.

### **RESIDENT AGREEMENT:**

The RESIDENT agrees:

1. To abide by the laws of the United States of America, the laws, regulations and ordinances of the State of Nebraska, Douglas County, and the City of Omaha where applicable;
2. To abide by the rules and regulations contained in the current edition of the Creighton University Student Handbook, all Division of Student Life policies as listed here (<https://studentlife.creighton.edu/community/student-policies-and-procedures>), and the Creighton University Bulletins, as any of these rules and regulations may be changed from time to time. Disciplinary action may be taken against RESIDENTS who do not do so;
3. To assume responsibility for any damage to or theft of the student's personal property except to the extent damage is caused in whole or in part by the negligence of the University, its agents or subcontractors. RESIDENTS are highly encouraged to purchase a renter's insurance policy to supplement costs associated with any damage to or theft of personal property
4. To allow UNIVERSITY or UNIVERSITY contracted personnel to enter their room for the purposes of completing repairs, inspections, ensuring that the facilities are maintained in a clean and safe condition, responding to emergency situations, and ensuring that UNIVERSITY rules and regulations are being followed;
5. To not make alterations to the assigned space or any furnishings within. The RESIDENT must report repair needs to the residence hall desk. The RESIDENT may not make repairs in the room nor may the RESIDENT contract with outside vendors to make repairs or modifications to the room except where approved by the UNIVERSITY. Painting of rooms by RESIDENTS is not allowed. All UNIVERSITY owned furniture and equipment assigned to RESIDENTS must be stored in the RESIDENT'S assigned room and may not be removed. Furniture or personal items may not block egress from the room. Lounge and common area furniture may not be used in the RESIDENTS assigned room. RESIDENTS may not install personal or self-constructed lofts. Waterbeds are not permitted.
6. To not open the windows when the heating or cooling system is in operation. Window screens may not be removed.
7. To follow appropriate standards to maintain safety of all RESIDENTS within the facility. RESIDENTS are not be present on roofs, ledges, or other extensions of the residence hall as well as mechanical rooms, electrical closets and other non-student areas. RESIDENTS are not to throw items at or from the halls.
8. To follow appropriate standards to ensure fire safety within the hall. RESIDENTS may only have approved electric appliances with the Underwriters Laboratory seal. Small appliances with exposed heating elements are strictly prohibited and will be confiscated. RESIDENTS may not tamper with fire safety equipment including extinguishers, sprinkler heads, and smoke detectors. RESIDENTS are required to vacate the hall promptly in the case of a fire alarm. Fire hazards (including but not limited to natural Christmas trees, motorcycles or gas driven vehicles, hoverboards, fireworks, gasoline, candles, incense and other open flame materials, butane, halogen lamps, and other flammable items) are prohibited.
9. Not to have weapons, as defined as any object or substance designed to inflict a wound, cause

injury or incapacitate, including all firearms, BB, potato and pellet guns, knives with blades three and one-half inches or more length, archery equipment, slingshots, mace, or any other device, instrument, material or substance, whether animate or inanimate, which in the matter it is used or intended to be used is capable of producing death or serious bodily injury.

10. Not to loan or duplicate keys or ID/access cards for any purpose. A RESIDENT must report a lost key to Residential Life or Housing staff within 48 hours. The UNIVERSITY will replace the door lock and charge the cost of the replacement to the RESIDENT(S) of that room when keys are lost. A lost ID/access card must be reported to the Card Services Office immediately;

11. To be accountable within the residence halls for any behavior that infringes on individual or group rights or jeopardizes the health and safety of individuals and property. Because the RESIDENT(S) of the room have the ability to control who is in their room, RESIDENTS will be held responsible for this behavior whether or not they are present in the room at the time of this behavior;

12. To conduct their activities so as not to interfere with the quiet of others. The placement of speakers in such a way as to allow sound to emanate from the room is not permitted. The specific quiet hours are weekdays, 9 PM to 7 AM and weekends, 11 PM to 7 AM. The UNIVERSITY reserves the right to change the period of Quiet Hours without notice;

13. Not to allow guests to remain in residence for extended periods of time. RESIDENTS must check into the building any guests visiting between 9PM and 7AM. Guests of the opposite sex are not permitted to remain in the RESIDENT'S room from 1 AM to 7 AM on weekdays, and 3 AM to 7 AM on weekends. . RESIDENTS should refer to the Code of Conduct section of the Creighton University Student Handbook for more information;

14. Not to use tobacco products, including the use of e-cigarettes or vaporizers, on campus, including the residence halls.

15. Not to have pets except for fish. A fish tank may not be any larger than a 10-gallon capacity; University approved Emotional Support Animals and Service Animals are not considered as pets for the purpose of this agreement.

16. Not to post signs, posters, banners or other printed material, art or advertisements in windows, inside or on the outside of the buildings, or on the grounds without the written permission of the Resident Director of the hall in which the RESIDENT resides; All postings should align with the campus posting policy maintained by the Division of Student Life found here: [https://studentlife.creighton.edu/sites/studentlife.creighton.edu/files/slic\\_postingmapsm.pdf](https://studentlife.creighton.edu/sites/studentlife.creighton.edu/files/slic_postingmapsm.pdf)

17. Not to sell anything, post notices, solicit for any purpose, or conduct any business enterprise anywhere within any residence hall or on UNIVERSITY property without the written permission of the Senior Director for Housing and Auxiliary Services, or their designee;

18. To be responsible for housekeeping in the assigned space. The RESIDENT agrees to take reasonable action to protect residence hall facilities and UNIVERSITY property from damage; to refrain from encouraging or participating in activities which may cause such damage to occur; to report property or facilities damages; and to take reasonable action to assist the UNIVERSITY in identifying individuals responsible for such damage;

19. To pay charges for the assessment of damages, theft, loss, or special service required due to intentional or accidental of their assigned room or other shared common areas in the hall and/or for UNIVERSITY property contained therein. When damage, theft, or loss occurs or special service is required in the room or shared common areas, but the identity of the person responsible for damage, loss or special service cannot be determined, a respective portion of the charges will be assessed to each RESIDENT sharing the space, whether or not present at the time

of such damage, loss or special service;

20. To comply with Creighton University's immunization policy, BEFORE moving into campus housing, found online here (<https://studentlife.creighton.edu/wellness/health-and-counseling/student-health-education-and-compliance/immunization-requirements>).

### **THE UNIVERSITY:**

1. Reserves the right to enter a room for inspection for cleanliness, health and safety, to complete repairs, to respond to emergency situations, and to ensure that UNIVERSITY rules and regulations are being followed. Should the RESIDENT request service or repairs to either the UNIVERSITY'S or the RESIDENT'S property, it is assumed that the RESIDENT gives permission to enter the room when the RESIDENT is not present;
2. Acknowledges that entry into a RESIDENT'S room to ensure that the terms of this agreement are being met and that UNIVERSITY policies are being obeyed will be done in a manner described in the Creighton University Student Handbook.
3. Reserves the right to remove and dispose of any property remaining in a room more than 24 hours following the earlier of (a) cancellation/termination of this Agreement by the UNIVERSITY; (b) the RESIDENT'S separation or departure from the UNIVERSITY; or (c) the date the RESIDENT officially checks out of the room. A charge for costs incurred for such removal may be assessed to the RESIDENT, and the RESIDENT agrees to pay such charge. For purposes of this paragraph, unexplained absence of a RESIDENT for ten days may be considered a departure from the UNIVERSITY;
4. Reserves the right to inspect students' book bags and other containers upon entering or exiting the hall to ensure that University policies are being followed;
5. Agrees to provide daily cleaning of common areas in the residence halls, with the exception that cleaning may be disrupted due to weather-related closings. RESIDENTS are expected to keep clean their rooms and bathrooms contained within suites and apartments;
6. Agrees to supply access to cable services through local cable PROVIDER (Cox Cable). The UNIVERSITY does not supply cables, cable boxes, or other equipment to attach the RESIDENTS equipment to the service. RESIDENTS will be expected to contract with PROVIDER on an individual basis. The UNIVERSITY takes no responsibility for equipment owned by the PROVIDER or rented by the RESIDENT;
7. Agrees to supply access to internet in all residential communities;
8. Reserves the right to take appropriate disciplinary action and to terminate the room contract for conduct which is found by the UNIVERSITY to be in violation of the UNIVERSITY'S rules or which is otherwise detrimental to the residence hall environment.

### **FEES AND PAYMENTS:**

1. Fees for room and board are established and published by the UNIVERSITY each spring for the following academic year. By signing this Agreement, the student agrees to pay to the UNIVERSITY the fees established by the UNIVERSITY for the room and board services to be provided hereunder. Rates do not include linens, pillows, blankets, or towels.
2. Room and board fees are posted to the RESIDENT'S student account each semester. Residents on a 12 month agreement will be assessed summer fees at the start of the summer term. Summer room and board fees may not be deferred to the fall semester. . The RESIDENT agrees to pay such fees in full according to the conditions and time schedules established by the University Business Office.

3. For new residents, a non-refundable room reservation fee of \$100 must be submitted with this signed agreement. This reservation fee of \$100 becomes a damage deposit when occupancy begins. This one-time deposit will be refunded to the student upon the student's permanent separation from the residence halls, but UNIVERSITY charges or fines for which the UNIVERSITY holds the student responsible or liable may be deducted from this refund. If the deposit is not sufficient to cover charges or fines, the RESIDENT will be charged for the additional amount.
4. RESIDENTS will have 14 days from the date of the bill to contest charges or fines.
5. Re-contracting students must maintain a damage deposit of \$100. Their deposit will be applied towards the upcoming semester room charges.
6. In addition to the damage deposit of \$100, students entering a 12-month agreement must also pay an apartment lottery participation fee of \$75 with this signed agreement. This reservation fee will be applied towards the upcoming semester apartment charges.

### **RELEASE FROM AGREEMENT & FINANCIAL OBLIGATIONS UPON RELEASE IN GOOD STANDING**

1. The Residence Hall and Food Service Agreement, once signed by the RESIDENT, is binding until the end of the lease period as outlined above in "LENGTH OF AGREEMENT".
2. RESIDENTS who wish to cancel this Agreement after signing this agreement but prior to date of first occupancy as outlined above in "LENGTH OF AGREEMENT" must submit a request to cancel the agreement to the Senior Director for Housing and Auxiliary Services, or their designee. A cancellation will usually be permitted only for reasons such as study abroad by the student, marriage of the student, a substantial change in the student's financial situation or a family emergency requiring the student to reside with family in the Omaha area. If approved, the room reservation fee of \$100 will be retained and the Resident will be refunded the remainder of the fees paid in advance for room and meal plan.
3. Residents who wish to cancel this Agreement after date of first occupancy has arrived must submit a request to the Senior Director for Housing and Auxiliary Services, or their designee. Cancellation will be considered only for the same reasons as noted above. If approved, the RESIDENT (and their co-signing parent or guardian if the student is under 18) will be refunded the remaining portion of the room fee minus a cancellation fee of \$1,000, which will be applied to the student's charges. In addition, the RESIDENT agrees to pay charges for the assessment of damages or special service required due to intentional or accidental damage of their assigned room.
4. Failure to take physical occupancy of the assigned room space at the dates outlined above in "LENGTH OF AGREEMENT" does not remove financial obligation of the RESIDENT for the room and board charges assessed. Dates of occupancy are outlined in this agreement and are not dependent on physical access or possession of assigned room space.
5. RESIDENTS who, after occupancy commences (or was to have commenced), vacate the residence space without having obtained approved release from this Agreement, will be held liable for and agree to pay to the University all charges associated with occupancy of the space (i.e. all room fees for the entire academic year will still be due and owing), any damage assessment, and all meal plan fees. This shall be an enforceable obligation of the RESIDENT (and their co-signing parent or guardian, if the RESIDENT is under age 18).
6. Refunds are calculated on a daily basis. Any fees as indicated above will be deducted from the

refund. RESIDENTS who are on a meal plan will be refunded the unused portion of the board plan, calculated on a prorated weekly basis.

#### **APPLICABLE LAW**

1. The validity and interpretation of this Agreement, and the capacity of the parties to contract, shall be determined in accordance with the laws of Nebraska, which is the place of making this Agreement.
2. The student must sign and submit this Agreement without alteration. This Agreement does not become an Agreement until the UNIVERSITY accepts this Agreement in Omaha, Nebraska, by delivering to student, at such city, a confirmation of residence hall services and/or a notification of space or room assignment.

**I, THE UNDERSIGNED, HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS RESIDENCE HALL AND FOOD SERVICE AGREEMENT (CONTRACT). I UNDERSTAND THIS AGREEMENT IS BINDING UPON ME FOR THE 2020-2021 YEAR UNLESS A RELEASE IS GRANTED BY THE SENIOR DIRECTOR FOR HOUSING AND AUXILIARY SERVICES OR THEIR DESIGNEE UPON MY REQUEST. ALL UNMARRIED, UNDERGRADUATE STUDENTS FROM OUTSIDE THE IMMEDIATE OMAHA AREA (AS DEFINED BY THE UNIVERSITY) ARE REQUIRED TO LIVE IN UNIVERSITY RESIDENCE HALLS DURING THEIR FIRST TWO YEARS AT THE UNIVERSITY. REQUESTS TO BE EXEMPT FROM THIS REQUIREMENT MUST BE MADE TO THE SENIOR DIRECTOR FOR HOUSING AND AUXILIARY SERVICES OR THEIR DESIGNEE. I UNDERSTAND THAT ONLY THE SENIOR DIRECTOR OR THEIR DESIGNEE WILL HAVE SOLE DISCRETION TO GRANT OR DENY MY REQUEST. I FURTHER UNDERSTAND THAT I AM RESPONSIBLE FOR ALL FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT. I ALLOW THE UNIVERSITY TO RELEASE MY NAME, MAILING AND E-MAIL ADDRESSES, AND TELEPHONE NUMBER TO MY PROSPECTIVE ROOMMATE.**