

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

2022-2023

DEFINITION OF TERMS:

1. This document (herein called the AGREEMENT) 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).
2. The term "residence hall", "apartment", "building" or "room" applies to all residential spaces on campus regardless of lease length, including Davis, Deglman, Gallagher, Heider, Kenefick, Kiewit, McGloin, Opus, and Swanson Halls.
3. The term "freshman" applies to all RESIDENTS in their first or second semester of attendance at the UNIVERSITY, who have not previously enrolled at another institution or have less than 10 credit hours of completed college work after high school graduation. The term "sophomore" applies to all RESIDENTS in their second year of education, having successfully completed at least two semesters of classes at the UNIVERSITY or other equivalent institution. The term "upperclassman" applies to all RESIDENTS who have successfully completed at least four semesters of classes at the UNIVERSITY or other equivalent institution.
4. The UNIVERSITY agrees to provide the RESIDENT a limited license to use and occupy space in a residence hall subject to the following conditions.
5. 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 behavioral misconduct action of the RESIDENT where applicable.

HOUSING AGREEMENT ELIGIBILITY AND REQUIREMENTS:

1. The RESIDENT must be a full-time, undergraduate, recent high school graduate matriculated student at the UNIVERSITY. 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. 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 freshman and sophomore years.
3. 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.
4. If space allows, the UNIVERSITY may permit housing of part-time, graduate, and professional students in UNIVERSITY residence halls. The RESIDENT must be enrolled in course work that has a physical meeting requirement in Omaha to be eligible to live in UNIVERSITY housing.
5. The UNIVERSITY reserves the right to adjust housing requirements and placements based on availability.
6. The RESIDENT is expected to 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 may result in cancellation of the AGREEMENT by the UNIVERSITY.
7. The UNIVERSITY reserves the right to alter the dates of AGREEMENT outlined based on emergent health needs, either as directed by local, state, or federal guidelines, or where the UNIVERSITY deems such alteration, in its sole discretion, necessary to protect the health and safety of the overall UNIVERSITY community. Notice of requirement to vacate will normally be communicated at least 48 hours prior to vacate date.

HOUSING AGREEMENT EXEMPTIONS:

1. Typically, students from the Omaha area, as defined by the UNIVERSITY, may opt out of living on campus. However, 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.
2. Married undergraduate students or individuals with children should inquire about on campus housing options.
3. RESIDENTS studying abroad as part of the UNIVERSITY'S approved academic studies will be exempt from living on campus for the duration of the RESIDENT'S time abroad. Upon the RESIDENT'S return, freshman and sophomore students will be required to live on campus.
4. Requests for exemption from the live on campus requirements must be made electronically to the Senior Director for Housing and Auxiliary Services or their designee via email at living@creighton.edu. Requests must be made by July 15 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 has authority to review and grant or deny these exemptions.

LENGTH OF AGREEMENT FOR FRESHMAN AND SOPHOMORE RESIDENTS:

1. 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 or, has been approved to study abroad.
2. RESIDENT'S occupancy in the residence hall begins during the specified move in period 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. RESIDENT'S occupancy ends at noon the day after the last day of final exams of each semester as designated by the University Registrar's Academic Calendar.
3. 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.
4. Students who wish to return to the halls early for non-academic reasons must first be given permission by the Senior Director for Housing and Auxiliary Services or their designee 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 behavioral misconduct actions.
5. RESIDENTS living in residence halls have an academic year contract. Residence halls will close for the break between fall and spring semesters when classes are not in session. The UNIVERSITY does not guarantee temporary or interim housing during breaks between semesters for RESIDENTS in residence halls that are closed during these periods. 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.
6. RESIDENTS seeking summer school housing will be required to relocate to an open summer community.

LENGTH OF AGREEMENT FOR UPPERCLASSMEN RESIDENTS:

1. A RESIDENT agrees to occupy AND TO PAY FOR occupying the apartment from the Wednesday following spring commencement through 5:00pm on the Sunday after spring commencement of the following year, 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.
2. RESIDENTS who sign the Housing AGREEMENT after date of occupancy will pay a pro rata portion of the occupancy rate as determined by the Senior Director for Housing and Auxiliary Services or their designee based on the actual signing date.
3. Graduating seniors in the fall semester will not be charged the occupancy rate for the spring semester.

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 registered with the UNIVERSITY'S Office of Disability Services.
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. If a RESIDENT is required to or allowed to move to a different residence hall room, the RESIDENT will be charged or refunded the difference between the two rates (prorated for the remainder of the term).
7. 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.
8. 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.
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 will cooperate to allow roommate(s) to have access to and equitable use of space.

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 include all utilities (electricity, water, sewer), as well as basic cable and internet service.
2. The UNIVERSITY agrees to supply access to cable services through a local cable PROVIDER. 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.
3. RESIDENTS are required to purchase a renter's insurance policy to supplement costs associated with any damage to or theft of personal property.
4. 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.

5. Should dates of AGREEMENT be altered to require students to vacate UNIVERSITY housing or cease utilization of UNIVERSITY dining services, pro-rated credits maybe applied to student accounts. Refund amount is dependent upon a number of variables and is not guaranteed for any RESIDENT.
6. RESIDENTS new to the UNIVERSITY in freshman or sophomore housing will be assessed a one-time \$50 non-refundable housing application fee to be submitted with this signed AGREEMENT.
7. RESIDENTS entering a 12-month lease AGREEMENT for the first time will be assessed a one-time \$50 non-refundable housing fee at the beginning of the RESIDENTS housing application process.
8. RESIDENTS have 14 days from the date of the bill to contest housing charges or fines.

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. Prior to date of first occupancy as outlined above in "LENGTH OF AGREEMENT", RESIDENTS who wish to cancel this AGREEMENT must submit a request for cancellation to the Senior Director for Housing and Auxiliary Services or their designee. If approved, the RESIDENT (and their co-signing parent or guardian if the student is under 18) will be refunded the remainder of the fees paid in advance for room and meal plan, not including the non-refundable application fee.
3. 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.
4. 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).
5. After date of first occupancy, RESIDENTS who wish to cancel this AGREEMENT must submit a request for cancellation to the Senior Director for Housing and Auxiliary Services or their designee. If cancellation request is not approved by the Senior Director for Housing and Auxiliary Services or their designee, no refund will be owed to the RESIDENT.
6. Where the Senior Director for Housing and Auxiliary Services or their designee approves a RESIDENT request for cancellation, 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 services required due to intentional or accidental damage of their assigned room.
7. Refunds from UNIVERSITY approved housing cancellations 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.

VACATING PREMISES:

1. Upon expiration or termination of the housing AGREEMENT for any reason, including removal for behavioral misconduct or loss of eligibility, RESIDENT agrees to vacate premises as instructed and before the deadline proscribed in the notice provided.
2. RESIDENTS departing the UNIVERSITY at the conclusion of fall semester agree 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.

3. Upon conclusion of the housing AGREEMENT in the spring semester, RESIDENT agrees to promptly vacate their room at the end of their lease period as outline above in "LENGTH OF AGREEMENT".
4. RESIDENTS agree to remove all personal property and leave the premises clean and in good condition, normal wear accepted. All property left behind will be properly disposed of by the UNIVERSITY. Failure to vacate premises within the time provided without prior consent from the UNIVERSITY will be considered trespassing.
5. Where RESIDENT has been instructed by the UNIVERSITY to vacate a space with no opportunity to remove/collect belongings, items left in RESIDENT rooms may be packed, moved, or stored by UNIVERSITY personnel or contractors. The UNIVERSITY is not liable for items that are missing or damaged. Cost associated with packing, moving, or storing belongings will be charged to RESIDENT appropriately. As a last resort and in UNIVERSITY'S sole discretion, UNIVERSITY may ship belongings, at RESIDENT cost, to RESIDENT's last known address.

MEAL PLAN AGREEMENT:

1. All freshmen and sophomore RESIDENTS are required to have a meal plan. Available meal plans are dependent on building assignment. More information can be found at <https://creighton.edu/living>.
2. Exemptions (for religious or medical reasons) to meal plan requirements may be requested electronically to the Senior Director for Housing and Auxiliary Services or their designee via email at living@creighton.edu.
3. Board services are available throughout the academic calendar, apart from Fall Break, Thanksgiving Break, semester break, and Spring Break.
4. A RESIDENT agrees not to allow their meals to be used by another person.
5. 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.
6. No cafeteria property, or UNIVERSITY property may be removed from food service premises without prior approval except for the Simply To Go program offerings.

CONDUCT AND DAMAGE CHARGES:

1. Rooms will be inspected when the RESIDENT takes occupancy, mid-Fall semester, during the semester 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 damage or alterations to the room will be charged to the RESIDENT(S).
2. It is understood that the RESIDENT has examined the condition of the premises upon the commencement of this AGREEMENT prior to occupancy. 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.
3. 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.
4. The RESIDENT agrees 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.
5. The UNIVERSITY reserves the right to take appropriate behavioral misconduct 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.
6. The RESIDENT agrees to abide by the rules and regulations contained in the current edition of the Creighton [University Student Handbook](#), [Division of Student Life policies as listed here](#), and the [Creighton University](#)

[Catalog](#), as any of these rules and regulations may be changed from time to time. Behavioral misconduct action may be taken against RESIDENTS who do not do so.

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 2022-2023 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 FOR HOUSING AND AUXILIARY SERVICES 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.