



Department of Residence Life
Apartment Living Agreement- Davis Square and Opus Hall
2011-12

This document sets forth the terms and conditions upon which space in apartments 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 an apartment 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 APARTMENTS:

To be eligible for residency in an apartment, a **RESIDENT** must meet the following criteria.

1. The **RESIDENT** must be a full-time, matriculated third or fourth year student at the **UNIVERSITY**. (If space allows, the **UNIVERSITY** may permit housing of part-time students in **UNIVERSITY** apartments.) Students receiving room and board as part of a scholarship or grant endowed by the **UNIVERSITY** are required to live in **UNIVERSITY** apartments 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.
2. Others may reside in **UNIVERSITY** apartments only after receiving the written permission of the Associate Vice President for Student Services-Residence Life or his/her designee.

LENGTH OF AGREEMENT:

A **RESIDENT** agrees to occupy and to pay for occupying the apartment from **May 18, 2011 to May 13, 2012**, or the remaining portion of the academic year if the student commences use of apartment services during the academic year, unless the **RESIDENT** has requested permission to live out of residence and has been granted approval by the Associate Vice President for Student Services-Residence Life, or his/her designee.

Apartments will be inspected when the **RESIDENT** takes occupancy, in mid-Fall semester, during the Christmas break, in mid-Spring semester, and when **RESIDENT** vacates the apartment. Changes in the condition of the apartment and its furnishings will be placed on the Apartment Inventory Form. Any damages or alterations to the apartment will be charged to the **RESIDENT(S)**. A **RESIDENT** agrees to surrender the apartment 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 apartment and found the same to be clean and in good condition at the commencement of the agreement. If the **RESIDENT** should find the premises at the commencement of the agreement in a condition not clean and not in good condition, the **RESIDENT** must make this known in writing to the Department of Residence Life within 5 days of taking possession of the apartment. **All RESIDENTS of an apartment building/complex assume joint responsibility for damages or alterations to the apartment and common areas in the apartment building/complex if those parties responsible for the damages or alterations are not found and ALL RESIDENTS will be billed a respective portion of the costs to repair and restore these common areas.**

ASSIGNMENT AND REASSIGNMENT OF SPACE:

1. The University will not discriminate in room or hall assignment on the basis of race, color, religion, national origin, or disability. Requests, which are based upon such considerations, will not be granted, except for a request for a reasonable accommodation in the case of a qualified student with a disability.
2. A **RESIDENT** may make a change of apartment assignment only with **UNIVERSITY** approval and only in accordance with established apartment change procedures.
3. The **UNIVERSITY** reserves the right to assign or reassign residents to apartments or within apartments at any time for any reason deemed adequate by the **UNIVERSITY** in its sole discretion.
4. If a vacancy occurs in an 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.
5. The University reserves the right to increase room occupancy as the need arises so long as such increase conforms to prevailing occupancy and health standards.
6. When vacating any assigned space, regardless of the reason, the **RESIDENT** agrees to complete the checkout procedures established by the **UNIVERSITY**.
7. The **RESIDENT** agrees to live in the space that the **UNIVERSITY** has officially assigned him/her.
8. The **RESIDENT** agrees not to sublet or assign his/her apartment to another person. **RESIDENTS** may not increase the occupancy of the apartment.
9. The **RESIDENT** agrees to allow the **UNIVERSITY** to release his/her name, address and telephone number to the **RESIDENT'S** prospective roommate(s).

10. The RESIDENT agrees and shall insure that his/her roommate(s) will have access to and equitable use of space.
11. The RESIDENT agrees to promptly vacate his/her apartment in the UNIVERSITY residence system when the UNIVERSITY terminates the Agreement.

A RESIDENT AGREES:

1. To abide by the laws of the United States of America, the laws and ordinances of the State of Nebraska, the City of Omaha when applicable.
2. To abide by the rules and regulations contained in the current edition of *the Montserrat (the residence hall handbook)*, *Creighton University Student Handbook*, *the Creighton University Credo*, 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 sub-contractors.
4. To allow UNIVERSITY or UNIVERSITY contracted personnel in his/her apartment for the purposes of completing repairs, insuring that the facilities are maintained in a clean and safe condition, for responding to emergency situations, and to insure that UNIVERSITY rules and regulations are being followed.
5. To report repair needs to the apartment complex's front desk. The RESIDENT may not make repairs in the apartment nor may the RESIDENT contract with outside vendors to make repairs or modifications to the apartment except where approved by the UNIVERSITY. Painting of apartments by RESIDENTS is not allowed.
6. To keep all personal possessions as well as any and all UNIVERSITY owned furniture and equipment assigned to him/her stored in the RESIDENT's assigned apartment. No additional storage inside the hall is provided.
7. To be accountable within the apartments for any behaviors which infringe on individual or group rights or jeopardize the health and safety of individuals and property. Because the RESIDENT(S) of the apartment have the ability to control who is in their apartment, RESIDENTS will be held responsible for this behavior whether or not they are present in the apartment at the time of this behavior.
8. If under the age of 21, not to consume alcoholic beverages or if 21 or over, not to serve or sell alcoholic beverages to those who are under the legal age, or to consume alcohol in the presence of minors. This is a violation of UNIVERSITY regulations and State laws and students will be subject to UNIVERSITY disciplinary action. The consumption of alcoholic beverages or the presence of open containers containing alcohol is not permissible in public areas, regardless of age.
9. To conduct his/her 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 apartment is not permitted. The specific quiet hours as listed in the *Creighton University Student Handbook / Montserrat* are considered the minimum and may not be reduced by the RESIDENTS of the apartment; but they may be increased. The UNIVERSITY reserves the right to change the period of Quiet Hours without notice.
10. Not to allow guests to remain in residence for extended periods of time. Visitation hours stated in the *Creighton University Student Handbook / Montserrat* are considered a maximum and may not be further increased by the RESIDENT(S) but may be reduced or increased by the UNIVERSITY. Guests of the opposite sex are not permitted to remain in the RESIDENT'S apartment after visitation hours. RESIDENTS should refer to the Code of Conduct section of the UNIVERSITY policies stated in the *Creighton University Student Handbook*.
11. Not to loan or duplicate apartment bedroom key. A RESIDENT must report a lost key to the Department of Residence Life within 48 hours. The UNIVERSITY will replace the door lock and charge the cost of the replacement to the RESIDENT(S) of that bedroom when keys are lost. A lost ID/access card must be reported to the Card Services Office immediately.
12. Not to tamper with fire safety equipment including extinguishers, sprinkler heads, and smoke detectors. RESIDENTS are expected 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; fireworks; gasoline; candles, incense and other open flame materials, butane; and other flammable items are prohibited.
13. Not to open windows when the air conditioning and heating system is in operation.
14. Not to have firearms, open blade knives, archery equipment, slingshots, mace and other similar chemical compounds, ammunition, or other weapons.
15. Not to be present on roofs, ledges or other extensions of the apartments as well as boiler rooms, electrical closets and other non-student areas.
16. Bicycles may be stored in student apartments as long as all residents of the apartment unit agree and the storage does not block egress or otherwise violate University policies. Bicycle racks are available outside the apartments.
17. Smoking and tobacco use are prohibited in the residence halls, apartments and on campus.
18. Not to throw objects at or from the apartments.
19. Solicitation is not allowed in the apartments.
20. Not to have pets except for fish. A fish tank may not be any larger than a 10-gallon capacity.
21. Not to remove screens from any windows.
22. Not to install waterbeds.
23. 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 staff of the building in which the RESIDENT resides.

24. Not to sell anything, post notices, solicit for any purpose, or conduct any business enterprise anywhere within any apartments or on UNIVERSITY property without the written permission of the Associate Vice President for Student Services-Residence Life or his/her designee.
25. To be responsible for housekeeping in the assigned space. The RESIDENT agrees to take reasonable action to protect apartment's 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.
25. To be assessed and to pay charges for damages, theft, loss, or special service required due to intentional or accidental damage of his/her assigned apartment or other shared common areas in the hall and/or for UNIVERSITY property contained therein. When damage, theft, or loss occurs or special services is required in the apartment or in 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.
26. Not to loan his/her Creighton Identification card to other persons for any purpose.
27. Not to allow his/her meal plan to be used by another person. The RESIDENT is allowed to eat any or all meals in any of the UNIVERSITY resident dining halls, or other dining areas when allowed. There is only one entrance allowed per meal period. Serving times and locations may change because of special campus events, weekends, and recess periods. Notice will be made through the cafeterias. Meal service is available in the fall semester from brunch on the Sunday prior to the beginning of classes until breakfast on the final Saturday of exam week and in the spring semester, from dinner on the Sunday prior to the beginning of classes until breakfast on the final Saturday of exam week. Meals are served each day during the semester **excluding** Fall break, Thanksgiving break, Christmas break, and Spring break. Meal plans are valid 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. No foodstuffs, cafeteria property, or UNIVERSITY property may be removed from food service premises without prior approval except for the Grab-and-Go program offerings.

THE UNIVERSITY:

1. Reserves the right to enter an apartment 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 apartment when the RESIDENT is not present.
2. Acknowledges that entry into a RESIDENT'S apartment 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/ Montserrat*. The UNIVERSITY reserves the right to remove and dispose of any property remaining in an apartment 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 apartment. 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.
3. Agrees to provide daily cleaning of common areas in the apartment complexes. RESIDENTS are expected to keep their bedrooms, bathrooms and living rooms contained within the apartment clean.
4. Agrees to supply basic cable service as the UNIVERSITY defines basic service. The UNIVERSITY does not supply cables to attach the RESIDENT'S equipment to the service.
5. Agrees to provide some form of internet access to all residential environments.
6. Reserves the right to take appropriate disciplinary action and to terminate the apartment agreement for conduct which is found by the UNIVERSITY to be in violation of the UNIVERSITY'S rules or which is otherwise detrimental to the apartment's environment.

FEES AND PAYMENTS

1. Fees for apartment housing 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 linen, pillows, blankets, or towels.
2. Room fees are posted to the RESIDENT'S account each month. 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 of the University, a **non-refundable** apartment 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 by mail to the student at the student's request upon the student's permanent separation from the apartments, 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 30 days from the date of the bill to contest charges or fines.

5. Re-leasing students must maintain a damage deposit of \$100. In addition to the \$100 damage deposit on file, when re-leasing for space, students must also pay a non-refundable apartment reservation fee of \$75, with this signed agreement. This deposit will be applied towards the upcoming semester apartment charges.

RELEASE FROM AGREEMENT & FINANCIAL OBLIGATIONS UPON RELEASE

Residents New to Campus Housing

- New RESIDENTS who wish to cancel this Agreement before July 15 must submit a written request to cancel to the Associate Vice President for Student Services-Residence Life. If approved, the apartment reservation fee of \$100 will be retained.
- New RESIDENTS who wish to cancel this Agreement after July 15 must submit a written request as stated above. If approved, RESIDENT will be assessed a cancellation fee of \$1000 plus the apartment reservation fee of \$100 will be retained.

Residents Returning to Campus Housing

- Returning RESIDENTS who wish to cancel this apartment agreement before July 15 for the upcoming fall semester and before December 1 for the upcoming spring semester, must submit a written request to cancel to the Associate Vice President for Student Services-Residence Life and will be permitted to do so only for the following reasons: (a) withdrawal of the student from the UNIVERSITY; (b) marriage of the student; (c) graduation of the student; (d) study abroad by the student; or (e) academic requirement (student teaching, internship, rotation site, etc.) at a distance which prevents commuting; or (f) family emergency which requires the student to live at home. Residents who wish to cancel their agreement for other reasons not listed above must provide evidence of substantial change in the student's situation since the date the Apartment Living Agreement was signed, in their written request. If the request is approved, the RESIDENT (and his/her co-signing parent or guardian if the student is under 18) will be refunded the remaining portion of the apartment fee minus the apartment reservation fee of \$75.
- Returning RESIDENTS who wish to cancel this apartment agreement after July 15 for the upcoming fall semester and after December 1 for the upcoming spring semester must submit a written request as stated above. The Associate Vice President for Student Services- Residence Life has the sole discretion to grant or deny any requests to cancel based upon the facts presented to him/her. If approved, the RESIDENT (and his/her co-signing parent or guardian if the student is under 18) will be assessed a cancellation fee of \$1000 plus the apartment reservation fee of \$75 will be retained.

Refunds

- Refunds are calculated on a weekly 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 weekly basis.
- RESIDENTS who withdraw from the UNIVERSITY but are readmitted without missing one full fall or spring semester before being readmitted are not considered withdrawn for the purposes of this Agreement and will be held to any obligations made herein (i.e. all room fees for the entire academic year will still be due and owing).
- 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). This shall be an enforceable obligation of the RESIDENT (and his/her co-signing parent, if the RESIDENT is under age 18).

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 apartment's services and/or a notification of space or apartment assignment.
3. This Agreement is not subject to the Nebraska Residential Landlord Tenant Act, because residence in the apartment is incidental to the RESIDENT'S attendance as a student of the UNIVERSITY.

I, THE UNDERSIGNED, HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS APARTMENT LIVING AGREEMENT. I UNDERSTAND THIS AGREEMENT IS BINDING UPON ME FOR THE 2011-2012 AGREEMENT PERIOD UNLESS A CANCELATION IS GRANTED BY THE ASSOCIATE VICE PRESIDENT OF STUDENT SERVICES – RESIDENCE LIFE UPON MY WRITTEN 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 EMAIL ADDRESSES, AND TELEPHONE NUMBER TO MY PROSPECTIVE APARTMENT ROOMMATE(S).

Creighton Net ID

Signature of Witness

Print Name

Signature of Parent or Guardian if RESIDENT is a minor (under age 18)

Signature

Date

Revised Jan 2011