



Department of Residence Life

LICENSE AGREEMENT - HEIDER RESIDENCE HALL

This **LICENSE AGREEMENT**, executed this ___ day of _____, 20___, between Creighton University (University "University") and _____ ("Student"), whether one or more.

1. PREMISES, RATES AND USE. The University hereby provides the Student with a limited license to use and occupy, and the Student hereby accepts the limited license to use and occupy, the Premises known as Heider Hall Apartment Number _____, a _____ apartment (the "Premises"), as a strictly private residence by the Student for the following term:

A term to commence on the **1st day of August, 2009**, and to end on the **31st day of July, 2010**, unless sooner terminated as hereinafter provided. The rate per month (sometimes referred to as the "Monthly Sum") for this apartment will be _____, and will be paid on either a monthly basis or a semester basis by the Student to the University at the Business Office in the Administration Building. The amount payable respecting any partial calendar month during the term of this License Agreement shall be determined on a prorated daily basis.

2. LATE CHARGES. If the University does not receive any amount which is due and owing by the due date, as specified by the Business Office, a late charge will be assessed according to a fee structure determined by the Business Office. The Student is directed to the Business Office for details regarding these fees.

3. INSUFFICIENT FUNDS. Checks submitted for any amount owing to the University which are returned due to insufficient funds will be assessed a surcharge as determined by the Business Office. All other late charges and fees will apply, as well.

4. UTILITIES. The University will pay all utilities: air conditioning, electricity, heating, water, basic cable, internet access, and local (only) telephone service.

5. RULES AND REGULATIONS. The Student agrees for himself/herself, his/her family, and his/her guests, to conform to the rules and regulations governing the Premises. In addition, the "Creighton University Student Handbook", incorporated herein by reference, shall apply under this License Agreement, and Student and all residents of the Premises shall be bound thereby. Smoking and tobacco use are prohibited in the residence halls, apartments and on the campus. Student also agrees to abide by all laws or regulations of all governmental authorities. The University reserves the right to take appropriate disciplinary action and to terminate this License 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 Heider Hall or University environment.

6. OCCUPANTS. The Premises shall be occupied only by the undersigned adults and (names or "no others") _____ . With University's consent (which shall not be unreasonably withheld), Student may add a second Student to this License Agreement. That person must be of the same gender as Student and must be a University student in good standing with the University, unless University consents otherwise in writing. Any such person added as an additional Student must sign this License Agreement before the University shall recognize his/her right of occupancy.

7. SECURITY DEPOSIT. The Student has deposited with the University at the Housing Assignments Office a security deposit in the amount of **\$100** for the faithful performance of all the terms of this License Agreement. Upon termination of this License Agreement, the Student agrees to pay for all loss or damage, normal wear and tear excepted, that the University determines the Student caused to Premises or other University property in the Premises. If it cannot be determined who caused such loss or damage, Student agrees to pay the University the labor and material cost of such repair and cleaning, prorated as deemed appropriate by the University among, if the Premises, each Student living in the Premises, or if a common area, each user of the common area. The money held as a security deposit by the University may be applied to the payment of damages, which the University has suffered by reason of the Students' non-compliance with this License Agreement or by reason of damage to the Premises as described above. The balance, if any, and a written itemization of amounts withheld by the University, shall be delivered or mailed to the Student after termination of this License Agreement and designation of the location where refund will be mailed. Under no circumstances can the deposit be applied by the Student to pay any Monthly Sum due.

8. ASSIGNMENT. This License Agreement may only be assigned in whole or in part to a Creighton University student in good standing, with written approval of the Housing Assignments Office.

9. MEAL PLANS The STUDENT who selects to have a meal plan will not allow his/her meal plan to be used by another person. The STUDENT 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 recess, Thanksgiving recess, Christmas Mid Year recess, and Spring recess. 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.

10. ACCESS TO PREMISES. The University reserves the right to enter the Premises for inspection for cleanliness, health and safety, to complete repairs, to respond to emergency situations, to insure that the University's rules and regulations are being followed, and as otherwise permitted under the terms of the "Creighton University Student Handbook". Entry into a Student'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". 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) termination of this License Agreement by the University; (b) the Student's separation or departure from the University; or (c) the date the Student officially checks out of the apartment. A charge for costs incurred for such removal may be assessed to the Student, and the Student agrees to pay such charge. For purposes of this paragraph, unexplained absence of a Student for seven calendar days may be considered a departure from the University.

11. ALTERATIONS. Student shall make no alterations, additions or improvements in or to the Premises without the University's prior written consent. All alterations, additions or improvements made by either party shall be and remain the property of the University.

12. CONDITION OF THE PREMISES. If the Student should find the Premises at the commencement of the License Agreement in a condition not clean and in good repair, the Student must make this known in writing to the Heider Hall Apartment Coordinator within three days of occupancy of the Premises. University then has a reasonable amount of time to inspect the Premises and to bring it into a clean and habitable condition. Student agrees that during Student's occupancy of the Premises, Student will keep the Premises in good repair and, at the expiration of the term, yield and deliver up the same in the same condition as when taken, reasonable use and wear and tear excepted. It is expressly understood and agreed that if the Premises are damaged during Student's occupancy, the University shall have the option of either immediately terminating this License Agreement or the University may enter upon the Premises and make any necessary repairs. If such repairs are necessitated because of acts by the Student or his/her family, guests or invitees, the cost of such repairs so incurred shall be deemed additional sums due and payable and shall be payable to the University on the first day of the month following the making of such repairs by University, which shall be in addition to and not in lieu of any other remedies University may have at law or in equity.

13. RELEASE FROM APPLICATION/AGREEMENT & FINANCIAL OBLIGATIONS UPON RELEASE

Residents New to Campus Housing

- New RESIDENTS who wish to cancel this License 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 \$75 will be retained.
- New RESIDENTS who wish to cancel this License Agreement after July 15 must submit a written request as stated above. If approved, a cancellation fee of \$1000 will be applied to the student's charges.

Residents Returning to Campus Housing

• Returning RESIDENTS who wish to cancel this License Agreement before April 1 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. 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 License 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 19) will be refunded the remaining portion of the room fee minus the room reservation fee of \$75.

• Returning RESIDENTS who wish to cancel this License Agreement after April 1 for the upcoming fall semester and after December 1 for the upcoming spring semester must submit a written request as stated above. If approved, the RESIDENT (and his/her co-signing parent or guardian if the student is under 19) will be refunded the remaining portion of the room fee minus and assessed a cancellation fee of \$1000.

14. EXTENDED VACANCY AND ABANDONMENT. If the Premises shall be unoccupied in excess of seven calendar days without prior notice to the University, University may at any time thereafter enter the Premises for inspection. In the event the Student, without notice, vacates the Premises it shall constitute abandonment and the Student shall be deemed to have surrendered to the University the security deposit as the University's fee for re-licensing the Premises to another student. The Student, however, agrees that his or her liability to pay all Monthly Sums provided herein shall continue for the full term of the License Agreement as specified in paragraph 1 above.

15. JOINT AND SEVERAL LIABILITY. In the event that more than one person signs this License Agreement as Student, the liability of all persons so signing shall be joint and several.

16. MODIFICATION. No modification of this License Agreement shall be binding upon the University unless the same is made in writing and signed by the University and the Student(s).

17. BINDING EFFECT. It is agreed that the terms of this License Agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

18. CANCELLATION. It is agreed that the Student(s) understand that this agreement is binding for the 2009-10 academic year unless a cancellation is granted by the Associate Vice President for Student Services – Residence Life upon written request.

19. NOT SUBJECT TO LANDLORD TENANT LAW. This Agreement is not subject to the Nebraska Residential Landlord Tenant Act, because residing in the Premises is incidental to the Student’s attendance as a student of the University.

IN WITNESS WHEREOF, the parties hereto have signed this License Agreement on the day, month and year written below.

For Creighton University,
Residence Life Staff Member
University

Date

Student

Date

Student

Date