



Department of Residence Life

Residence Hall and Food Service Agreement For Deglman, Gallagher, Kiewit, Swanson, McGloin, and Kenefick Halls 2005-2006 Academic Year

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 lease to the **RESIDENT** 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:

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

1. The **RESIDENT** must be a full-time, matriculated student at the **UNIVERSITY**. (If space allows, the **UNIVERSITY** may permit housing of part-time students in **UNIVERSITY** residence halls.)
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 first two years at the **UNIVERSITY**. A request to be exempt from this requirement must be made in writing to the Associate Vice President for Student Services - Residence Life, Department of Residence Life, 136 Swanson Hall, Creighton University, Omaha, Nebraska 68178 by July 15 for requests for the upcoming fall semester, and by December 1 for the upcoming spring semester. Only the Associate Vice President for Student Services or his/her designee will be able to permit these exemptions.
3. **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 Associate Vice President for Student Services – Residence Life to live elsewhere.**
4. 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.
5. Others may reside in **UNIVERSITY** residence halls only after receiving the written permission of the Associate Vice President for Student Services - Residence Life or his/her designee.
6. **All students living in Deglman, Swanson, Kiewit, McGloin and Gallagher Halls must participate in the University's board plans choosing from either the 19, 15 or 12 meal plan.** Other students, not so required, may participate in one of the board plans at an extra cost.

LENGTH OF AGREEMENT:

A **RESIDENT** agrees to reside in the residence halls 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 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.

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, through 24 hours following the **RESIDENT'S** last exam as indicated on the Registrar's schedule of exams. Students whose class schedules begin earlier than that of the standard academic calendar or who have been given permission to occupy the halls when the halls are considered closed will be charged additionally for any room and board services provided. 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 vacation is prohibited.**

Rooms will be inspected when the **RESIDENT** takes occupancy, during fall break, during the Christmas break, during the spring break, and when he/she vacates the room. Changes in the condition of the room and its furnishings will be placed on the Room Inventory Form. Any damages or alterations to the room will be charged to the **RESIDENT(S)**. A **RESIDENT** agrees to surrender the leased 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 leased premises and found the same to be clean and in good condition at the commencement of the lease. If the **RESIDENT** should find the premises at the commencement of the lease 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 leased premises. **All RESIDENTS of a hall assume joint responsibility for damages or alterations to common areas in the residence hall 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. To the extent possible, residents will be assigned residence space in accordance with the preference stated on the Application and Information card. 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**. Room changes can not be made until two weeks after the semester has commenced.

2. 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.
3. A RESIDENT may make a change of room or space assignment only with UNIVERSITY approval and only in accordance with established room change procedures.
4. 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.
5. 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.
6. 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.
7. When vacating an assigned space, regardless of the reason, the RESIDENT agrees to complete the checkout procedures established by the UNIVERSITY.
8. The RESIDENT agrees to live in the space that the UNIVERSITY has officially assigned him/her.
9. The RESIDENT agrees not to sublet or assign his/her room to another person. RESIDENTS may not increase the occupancy of the room.
10. The RESIDENT agrees to allow the UNIVERSITY to release his/her name, address, telephone number, and e-mail address to the RESIDENT'S prospective roommate.
11. The RESIDENT agrees and shall insure that his/her roommate(s) will have access to and equitable use of space.
12. The RESIDENT agrees to promptly vacate his/her room in the UNIVERSITY residence system when the UNIVERSITY terminates the Agreement/Contract.

A RESIDENT AGREES:

1. To abide by the laws of the United States of America, the laws and ordinances of the State of Nebraska and the City of Omaha where applicable.
2. To abide by the rules and regulations contained in the current edition of *the Montserrat* (residence hall handbook), *Creighton University Student Handbook*, *the Creighton University Credo*, and *the Creighton University Bulletin*, 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.
4. To allow UNIVERSITY or UNIVERSITY contracted personnel in his/her room 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 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.
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 room. No additional storage inside the hall is provided.
7. To be accountable within the residence halls for any behavior which 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.
8. If under the age of 21, not to consume alcoholic beverages or if 21 or over agrees not to serve or sell alcoholic beverages to those who are under the legal age. 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 stereo speakers in such a way as to allow sound to emanate from the room is not permitted. The specific quiet hours as listed in the "*Montserrat*" are considered the minimum and may not be reduced by the RESIDENTS of the hall; 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 "*Montserrat*" are considered a maximum and may not be further reduced 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 room 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 a room 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 room when keys are lost.
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 residence hall as well as boiler rooms, electrical closets and other non- student areas.
16. Bicycles may be stored in student rooms as long as all roommates agree and the storage does not block egress or otherwise violate University policies. Bicycle racks are available outside the halls.
17. Smoking is prohibited in the residence halls and within 30 feet of the entrances of the residence halls.

18. To have only approved electric appliances including coffee makers with sealed coils, electric irons, hair dryers, electric blankets, TV sets, VCRs, microwave ovens of less than 1.2 cubic feet, and refrigerators of no more than 6.0 cubic feet, and small portable fans bearing the seal of the Underwriter's Laboratory. Room air conditioners are not allowed. Hot plates, electric fry pans, immersible heaters, slow cookers, toaster ovens, and/or appliances with exposed heating elements are strictly prohibited and will be confiscated if found in RESIDENT rooms. Halogen lamps not meeting Underwriter's Laboratory approval and which have shields present are not allowed.
19. Not to throw objects at or from the halls.
20. Solicitation is not allowed in the halls.
21. Not to have pets except for fish. A fish tank may not be any larger than a 10-gallon capacity.
22. Not to remove screens from any windows.
23. Not to install waterbeds.
24. The University furniture in Deglman, Swanson, McGloin, and Kenefick Halls are built to be loftable. Therefore, RESIDENTS may not install their own lofts in these halls. RESIDENTS may construct their own lofts in Gallagher and Kiewit Halls. Building or installing a loft is done at the RESIDENT's own risk. The UNIVERSITY reserves the right to inspect the construction and materials used in the loft to determine if it is acceptable to remain in the room.
25. 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.
26. 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 Associate Vice President for Student Services-Residence Life or his/her designate.
27. 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.
28. To be assessed to pay charges for damages, theft, loss, or special service required due to intentional or accidental damage of his/her assigned room or other shared common areas in the hall and/or for UNIVERSITY property contained therein. When damage, theft, loss occurs or special services is required in the room 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.
29. Not to loan his/her Creighton Identification card to other persons for any purpose.
30. Not to allow his/her meals 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 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.

THE UNIVERSITY:

1. Reserves the right to enter a room for inspection for cleanliness, health and safety and to complete repairs. 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. 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*. The UNIVERSITY 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 Application/Contract 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.
3. Agrees to provide daily cleaning of common areas in the residence halls. RESIDENTS are expected to keep their rooms, and bathrooms contained within suites and apartments 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 supply a single, modular telephone jack and data jack per room or bedroom. The UNIVERSITY agrees to provide local telephone service as part of the residence hall fee.
6. Agrees to provide the RESIDENT with a board plan. The board plan is not optional except for residents of Kenefick Hall. Meal plans are non-transferable.
7. 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 Application/Contract, 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 and board fees are posted to the RESIDENT's account each 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 room reservation fee of \$100 must be submitted with this signed application. 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 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 60 days from the date of the bill to contest charges or fines.
5. Re-contracting students must maintain a damage deposit of \$100. In addition to the \$100 damage deposit, when re-contracting for space, students must also pay a non-refundable room deposit fee of \$75, which must be submitted with this signed application. This deposit will be applied towards the upcoming semester room charges.

RELEASE FROM APPLICATION/CONTRACT & FINANCIAL OBLIGATIONS UPON RELEASE

1. **Cancellation Prior to Occupancy before May 1** - New RESIDENTS who cancel this Application/Contract prior to May 1 will have their room reservation fee of \$100 refunded to them. Re-contracting RESIDENTS eligible to live outside of the residence halls who wish to cancel this Application/Contract with no financial obligation must submit written notice of request to cancel to the Associate Vice President for Student Services-Residence Life prior to May 1st preceding occupancy. The re-contracting fee of \$75 will be retained.
2. **Cancellation after May 1 but before Residency is to Begin** - New RESIDENTS who wish to cancel this Application/Contract after May 1, but before residency is to begin must submit a written request to cancel to the Associate Vice President for Student Services-Residence Life. The room reservation fee of \$100 will be retained. Re-contracting RESIDENTS who wish to cancel this application contract after May 1, but before residency is to begin must submit a written request to cancel to the Associate Vice President for Student Services - Residence Life by July 15 for requests for the upcoming fall semester, and by December 1 for the upcoming spring semester, 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; (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. If the request is approved, the re-contracting fee of \$75 will be retained.
3. **After Residency is to Begin** - RESIDENTS who wish to cancel this Application/Contract after residency is to begin must submit a written request to cancel to the Associate Vice President for Student Services - Residence Life who has the sole discretion to grant or deny any request to cancel based upon the facts presented to him/her. If approved, the RESIDENT (and his/her co-signing parent if the student is under 19) will be refunded the remaining portion of the room fee. The \$100 damage deposit will be retained. Refunds are calculated on a weekly basis. 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 re-admitted 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 Contract, 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 19).

APPLICABLE LAW

1. The validity and interpretation of this Application/Contract, 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 Application/Contract.
2. The student must sign and submit this Application/Contract without alteration. This Application does not become a Contract until the UNIVERSITY accepts this Application in Omaha, Nebraska, by depositing in the mail or 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 2005-2006 ACADEMIC YEAR UNLESS A CANCELLATION IS GRANTED BY THE ASSOCIATE VICE PRESIDENT FOR STUDENT SERVICES - RESIDENCE LIFE UPON MY WRITTEN 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 ASSOCIATE VICE PRESIDENT FOR STUDENT SERVICES – RESIDENCE LIFE. I UNDERSTAND THAT ONLY THE ASSOCIATE VICE PRESIDENT 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 AND ADDRESS AND TELEPHONE NUMBER TO MY PROSPECTIVE ROOMMATE.

Social Security Number

Signature of Witness

Print Name

Signature of Parent or Guardian if RESIDENT is a minor (under age 19)

Signature

Date
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