

## **Elon University Residence Hall Agreement**

Please read this document carefully. This housing agreement (“Agreement”) is a binding legal agreement that details a set of conditions between you, the student, and Elon University. This Agreement may be terminated only under the conditions set forth herein.

The University agrees to provide accommodations under the conditions of this Agreement and as further set forth in the Residential Policies.

Students and their parents or guardians are urged to read carefully the terms and conditions of this Agreement.

### **1. Agreement Term**

If you are assigned a space in the housing selection process or by Residence Life, this Agreement provides you (“student”) a space in campus housing during the specific academic year, to be vacated no later than 24 hours after your last examination each semester. Unless written approval is given by Residence Life, the student shall check into their assigned room by the beginning of the FIRST DAY OF CLASSES. Failure to do so may be considered in violation of this Agreement. The opening and closing of all campus housing will follow the Elon University (“University”) academic calendar in accordance with a schedule published by the Registrar. The halls are closed at Thanksgiving and spring breaks and the time between fall and winter terms.

### **2. Occupancy**

Student shall pay room and board charges for the academic year specified above according to the University payment schedule. Student may not sublet or rent their room and may not permit another person to share their room assignment. Mutual requests for assignment with a specific roommate will be honored when possible; however, they are not guaranteed. Residence Life does not discriminate on the basis of race, color, gender, disability, sexual orientation, or national or ethnic origin in the assignment of rooms or in the assignment of persons as roommates and rejects all requests for change of assignment based upon such reasons.

### **3. Damages and Security Deposit**

Prior to the first term that a student is going to live in campus housing, a \$200 security deposit will be charged to the student’s bill. This deposit is different than the housing reservation fee paid to participate in the housing selection process for returning students. The student is responsible for all damage to their room and its furnishings and understands that the cost of repairs and replacements will be charged to all residents of the room. Residents are expected to take every precaution to assure that communal property is not abused. IN HALLS OR SECTIONS WHERE THE UNIVERSITY HAS DETERMINED THAT THERE IS THEFT OR UNDUE ABUSE OF UNIVERSITY PROPERTY AND THE RESPONSIBLE INDIVIDUAL(S) CANNOT BE IDENTIFIED, ALL RESIDENTS WILL BE HELD RESPONSIBLE FOR PAYING A PRORATED SHARE OF THE COST OF REPAIRING SUCH DAMAGES. The security deposit will remain in University accounts throughout a

student's stay in campus housing. Upon permanently leaving campus housing, the security deposit, or balance thereof, will be refunded accordingly to University policy, less any indebtedness to the University.

#### 4. **Termination of Agreement by returning student prior to the opening of Academic Year**

Students assigned to a University apartment space, must find a replacement and complete the Lease Turnover Form if they wish to cancel the apartment assignment and remain enrolled as a student.

- a) **April 30** - If student provides written notice of termination to Residence Life on or before this date, the Agreement shall terminate and the reservation fee shall be refunded to the payer, less any indebtedness to the University.
- b) **May 1-May 31** - If student provides written notice of termination to Residence Life between these dates, the full reservation fee shall be forfeited and the Agreement shall terminate.
- c) **June 1-June 30** - If student provides written notice of termination to Residence Life between these dates, the full reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$200 late cancellation fee shall be charged against student's account if student continues to be enrolled.
- d) **July 1-July 31** - If student provides written notice of termination to Residence Life between these dates, the full \$200 reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$400 late cancellation fee shall be charged against student's account if student continues to be enrolled.
- e) **August 1 to first day of classes** - If student provides written notice of termination to Residence Life between these dates, the full \$200 reservation fee shall be forfeited, the Agreement shall terminate, and an additional \$600 late cancellation fee shall be charged against student's account if student continues to be enrolled.
- f) **AFTER the first day of classes** - After this date, student shall pay full room and board charges if enrolled. If student is enrolled at Elon, this Agreement may only be terminated by going through the appeals process, even for those not required to live on campus as part of the two-year residency requirement. For students not continuing at Elon, the full reservation fee shall be forfeited.

#### g) Students Requesting Housing for Spring Semester Only

##### **AFTER January 15**

1. If the student remains enrolled at the University, the student shall pay the full room and board charges for the spring term. For students not continuing at Elon, the full reservation fee shall be forfeited.

2. If student signs this Agreement after opening of the term, student shall pay the entire academic year's room and board rate unless he or she does not enroll. If student's plans change and he or she re-enrolls after terminating, the semester charge will be added back to his or her account.

### **5. Termination of Agreement by the student after the start of the academic year**

a) Student may terminate this Agreement after the start of a semester only for the following reasons: graduation, withdrawal, marriage, or circumstances that are determined by the University, in the University's sole discretion, to be beyond the student's control (each, an "Authorized Reason"). Documentary evidence is required to demonstrate cause for termination. Contact Residence Life for information regarding the appeals process.

b) Student may terminate this Agreement without penalty at the end of fall semester, if the termination is for an Authorized Reason. Student shall remain liable for room and board charges until written notice is received and termination approval is given by Residence Life at any other time after the start of the academic year, student may terminate the Agreement for an Authorized Reason, but they will forfeit the reservation fee and the prorated amount for the days of the semester that housing is held in reservation by that student.

### **6. Agreement Termination by the University**

The University reserves the right to terminate this Agreement at any time for good cause. Examples of good cause include, but are not limited to: 1) the student's failure to pay required charges by announced deadlines; 2) a change in student's status, such as academic and disciplinary suspension; 3) student's failure to comply with state or federal laws, campus housing policies and regulations, and/or rules and regulations adopted by Elon University; and 4) student's failure to occupy the assigned space before the established deadlines of each semester, or abandonment of the space by the student who is enrolled at the University. If the University terminates this Agreement, student shall be liable for room charges for the entire academic year.

### **7. Renewal Option**

This Agreement is effective only for the period indicated in paragraph 1. Any continuation in future housing agreements is contingent upon re-application, the procedures published by Residence Life and space availability.

### **8. Vacancies and Room Capacity**

Some rooms may be designated for expanded occupancy on a temporary basis. Rooms must be occupied only by the person(s) officially assigned to the room by Residence Life. Occupancy by a student or other person without authorization is not permitted and may result in judicial action. If vacancies exist in campus housing, students without roommates may be required to move in together (consolidate) as deemed necessary by Residence Life. In the event one of the occupants moves from the assigned space, the student(s) who remain(s) agree(s) to accept an assigned roommate or move to another space on request. Where there is a vacant space, the area must be maintained in a manner by the occupant(s) that will allow another student to move in immediately.

## **9. Insurance**

Student shall be solely responsible for insuring any of their personal property located or stored within University owned or managed housing against the risks of damage, destruction, or loss resulting from theft, fire, weather, water damage, and all other hazards and casualties. Regardless of whether student secures such insurance, student assumes responsibility for their own personal safety and security, as well as for their own personal belongings.

## **10. Indemnity**

The University shall assume no responsibility, and student or other party to this Agreement shall, to the maximum extent permitted by law, release, indemnify, hold harmless and forever discharge Elon University and its agents and employees, for any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in student rooms, public areas, or elsewhere in or around the residence halls.

## **11. Dispute Resolution**

Any dispute arising pursuant to this Agreement shall first be addressed to Residence Life. Any appeal to decisions there from shall be resolved through the Office of the Assistant Vice President of Student Life. These procedures shall be followed prior to student instituting any other legal action.

## **12. Rules and Regulations**

Student shall comply with and abide by all of the University's existing rules and regulations and such future reasonable rules and regulations as the University may, from time to time, adopt governing the use and occupancy of residence halls. The University reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion, giving due notice in accordance with sound academic policy.

## **13. Severability**

The invalidity of one or more provisions in this Agreement shall not affect the validity of any other provision hereof, and the Agreement shall be construed and enforced as if such invalid provision(s) were not included.

## **14. Entire Agreement**

All University rules, regulations, policies and procedures, including, but not limited to, the Residential Policies found on the University's website, are incorporated herein and form this Agreement. Any violation of this Agreement may result in termination of this Agreement and/or judicial action. No modification of this Agreement will be enforceable unless reduced to writing and signed by both student and Residence Life.