

I, _____, enter into this contract (the "Contract") with Augsburg University (the "University") for (check applicable boxes):

- Residential room space
- I am a StepUP student
- I am a summer researcher through URGO/McNair
- I am enrolled in summer classes

My previous and future contracted spaces are as follows:

Spring Hall & Room: _____

Fall Hall & Room: _____

I agree that to be eligible to live in University housing for the summer term, I must have been a registered Augsburg University student during Spring 2018 and intend to register for Fall 2018, or have been a registered Augsburg University student during Spring 2018 and graduated at the end of Spring 2018. I further agree that I must be 17 years of age at the time of occupancy. By signing the Contract, I agree that this Contract is binding and enforceable against me and **will remain in effect for the entire summer term contract period**. I have read the Contract and understand the following terms and conditions apply:

1. **Residence Hall Space.** The University will provide me with a room, bed space, basic utilities, and internet connection in one of the University's residence halls. I am not guaranteed my preference of residence halls. The University has the right to assign me to any existing room in any residence hall at any time. I am only eligible to stay in a residence hall if I was a registered Augsburg University student during Spring 2018 and intend to register for Fall 2018, or have been a registered Augsburg University student during Spring 2018 and graduated at the end of Spring 2018.
2. **Residence Hall Payment.** I agree to pay for my room in accordance with the Enrollment Center's billing requirements. **The resident (and parent/guardian if the resident is under 18 years of age) agrees to pay for room charges for the entire summer 2018 contract (1st and 2nd term);** payable in accordance with the Enrollment Center's billing dates. The University reserves the right to adjust room charges should economic conditions necessitate.
3. **Transferring the Contract.** This Contract is not transferable from me to another student. I will not sublet or transfer possession of my room without the written consent of the University. I am the only person that may occupy my room in accordance with this Contract.
4. **Contract Term.** This Contract will remain in force for the entire "summer term," unless terminated in accordance with this Contract. The summer term 2018 Residence Life Contract period is May 4, 2018 through August 3, 2018, which is during the first and second terms of the summer academic calendar. The Contract does not extend to any future summer terms or academic years.
5. **Damage to the Room.** I agree to maintain the move-in condition of the room and common areas within the residential complex. I will not install equipment, make alterations or repairs or paint the room without the prior written approval of the University. I am responsible for and will pay for all damage that, in the judgment of the University, I cause to the room, common areas, and related

- furnishings. Payment of such damages will not preclude the University from imposing additional disciplinary sanctions against me. If the University is unable to determine who caused damage to a room or common area, the University may, in its sole discretion, require that I share the cost of the damages with other residents who may share the room or common area.
6. **Indemnity.** I agree to indemnify, reimburse, and hold the University harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury, and property damage arising out of any act or omission on my part, or on the part of my family, occupants, guests, invitees, or licensees.
 7. **Compliance with Policies and Procedures.** I agree to comply with the University's Code of Conduct and the policies and procedures set forth in the Residence Life Guidebook, the Augsburg University Student Guide, Community Agreements, and other related guidelines established by the University. All documents are available online and within the Residence Life offices. The University, in its sole discretion, may implement any additional housing policies when necessary, and I agree to comply with those policies. The University may immediately terminate this Contract if I fail to comply with its terms or any of the University's policies and procedures, in which case I will remain liable for all room charges for the summer term.
 8. **Termination or Suspension.** The University may terminate this contract in whole or in part, or suspend me from the residence halls if the University, in its sole discretion, believes that I, or any of my guests, pose a threat to the safety, health, or welfare of myself, other persons, or property in the residence halls or elsewhere at the University. If this Contract is terminated or if I am suspended from the residence halls, I must vacate the residence hall immediately. I cannot return to the residence hall unless allowed in writing by the University.

9. **Roommates.** If I refuse to accept a roommate or, in the judgment of the University, attempt to force a roommate out of a shared space, I will be responsible for the total cost of the shared space. If no roommate is assigned to me, I must keep an available space ready for a roommate to move in. I must keep the room reasonably clean. Assigned furniture needs to be available, and the room needs to be reasonably clean. Any special services required to prepare the room for a new roommate will be charged to the resident currently residing in the space.
10. **Personal Property.** I am responsible for my personal property and agree that the University will not be liable for any loss or damage to my personal property. The University is not responsible for any property abandoned by me. I will be responsible for any costs incurred by the University to remove my abandoned property.
11. **Notices.** All notices regarding this Contract must be received by the University, either delivered by me in person, emailed to reslife@augsborg.edu through an Augsburg University email address, or sent by United States mail to: Augsburg University, Residence Life Office, Campus Box 81, 2211 Riverside Avenue, Minneapolis, MN 55454.
12. **Move Out Date.** My official move out date must be the same date that I complete all of the procedures required by the University to check out.
13. **Assigned Spaces.** To the extent reasonably possible, residents will be assigned spaces in accordance with the information stated on the contract form. No guarantee is made, however, that a resident's assignment preference or specific request will be honored. By signing this contract, the resident agrees to accept and pay for the space assigned by the University. **Room changes and transfers require the written permission of the Director of Residence Life or their designee.**
14. **Consolidations.** The University reserves the right to consolidate vacancies by requiring residents to move and to change assignments if deemed necessary by the University.
15. **Abandoned Property.** The University is not responsible for personal property left in the residence areas after the expiration or cancellation of the contract and will not be responsible for property left in common spaces of the building during the contract period. The property will be considered abandoned and discarded by the University. The resident will be responsible for any costs incurred by the University for the removal of abandoned property.

16. **Move Dates.** All residents must be available to move into their summer assignment between May 4, 2018 and May 29, 2018. All residents must move out on August 3, 2018. Summer residents residing on campus in Fall 2018 must be available to move to their fall assignment between July 8, 2018 and August 14, 2018.
17. **Keys.** All residents must sign for an apartment key for their residence. If the key is lost or stolen, the resident agrees to notify the Department of Residence Life immediately and pay for the replacement.
18. **Cancellation of the Contract.** I cannot cancel or terminate this contract unless 1) the University agrees to do so in writing; 2) Provision 18A applies; or I provide timely notice per Provision 18B or 18C:

A. **Study Abroad Provision**

If I participate in a University-approved study abroad program, the Contract will be suspended for the duration of the program, and I will have no obligation to pay the room or meal plan costs. If the study abroad program occurs between first and second terms of the summer only, the Contract will continue, and I will be responsible for all costs for the summer contract.

B. **Contract Cancellation Timeline**

On or before April 15, 2018: If the resident provides the University with *written notice* of his/her/their desire to terminate on or before April 15, 2018, the Residence Life contract shall terminate.

After April 15, 2018, but on or before May 1, 2018: If the resident provides the University with *written notice* of his/her/their desire to terminate after April 15, 2018, but on or before May 1, 2018, the Residence Life contract shall terminate, and the resident shall pay the University an amount equal to one third of the room cost as liquidated damages for such termination.

After May 1, 2018: If the resident provides the University with *written notice* of his/her/their desire to terminate at any time after May 1, 2018, the resident shall be responsible for the entire cost of the summer 2018 contract.

C. **Transferring Provision**

If I provide the University with written notice of my desire to cancel this Contract for the reason of transferring to another institution of higher education, and am no longer enrolled at Augsburg, the Contract will terminate, and I will pay the University according to 18B for such termination. I have the option to provide documentation of active enrollment at the new institution within 3 months of termination notification to have liquidated damages reviewed. I agree that the liquidated damages are reasonable.

Signing this Contract binds me to the terms of the Contract:

Augsburg Email: _____@augsborg.edu Signature of Student: _____ Date: _____

Augsburg ID #: _____ Print Preferred First Name: _____ Last Name: _____

Signature of Parent (if Student is under 18 years of age): _____ Date: _____

Parent's Name (Printed): _____

A university of the Evangelical Lutheran Church in America, Augsburg University is an equal education/employment institution.

For Office Use:

Building/Hall: _____ Room Number: _____ Style: _____ Date Entered Agresso: _____ Staff Initials: _____
 Date re. Change in Housing: _____ Date re. Change in Meal Plan: _____
 Building/Hall: _____ Room Number: _____ Style: _____ Date Entered Agresso: _____ Staff Initials: _____