

Residence Life and Meal Plan Contract Academic Year 2018-2019

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

- Residential room space
- Meal plan (select one of the meal plans below):
 - 15-Plus (15 meals/week plus 100 points) *Required for first year students
 - 10-Plus (10 meals/week plus 150 points)
 - 5-Plus (5 meals/week plus 345 points)
 - Block 100 (100 meals/semester plus 345 points)
 - Block 150 (150 meals/semester plus 150 points)

I agree that to be eligible to live in University housing, I must be a registered Augsburg University student throughout the period of occupancy and be 17 years of age at the time of occupancy. I agree that if I am a resident in Urness Hall, Anderson Hall, or Mortensen Hall, I am required to purchase a meal plan. ***I further agree that if I am in my first year at Augsburg University, excluding transfer students, I am required to purchase the "15-Plus" meal plan as a residential student.*** I agree that if I am a resident of Oren Gateway and in my first two semesters of the StepUP® program, not including summer semesters, I am required to purchase a meal plan. If I am required to purchase a meal plan and I do not select a meal plan above, I agree that I will automatically be charged the "15-Plus" meal plan and will comply with the terms of the Contract. By signing the Contract, I agree that this Contract is binding and enforceable against me and ***will remain in effect for the entire academic year.*** I have read the Contract and understand the following terms and conditions apply:

- | | |
|--|--|
| <ol style="list-style-type: none"> 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 if I am registered for one or more courses each term. If I am not registered for classes at the University, I am not guaranteed a room in a residence hall. 2. Residence Hall Payment. I agree to pay for my room in accordance with the Enrollment Center's billing requirements. 3. Meal Plan. The University will provide me with the meal plan selected above. I agree to pay for the meal plan for the entire academic year of 2018-2019 in accordance with the Enrollment Center's billing requirements. My failure to utilize the meal plan that I selected above does not relieve me of my obligation to pay for the meal plan. If I have dietary restrictions that I believe will prevent me from using the meal plan, I will notify the University of such concerns. The University will then review my dietary restrictions and the food options available under the meal plan to evaluate if special arrangements are needed and reasonably available. 4. Changes to Meal Plan. If I wish to make any changes to my meal plan for the semester, I must request those changes within the first 5 days of a semester (fall or spring). The first five days begin on the first day of classes and end of the 5th day of classes, not including weekends. All requests to change a meal plan must be made to the Department of Residence Life and must be approved in writing by the University before such changes apply. If I do not cancel the meal plan as provided in Section 18 or make any requests to change my meal plan by the period set forth in this Section 4, I am responsible for the entire cost of meal plan, unless otherwise allowed under this Contract or approved in writing by the University. 5. Transferring the Contract. This Contract is not transferable from me to another person. 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 or use the selected meal plan in accordance with this Contract. | <ol style="list-style-type: none"> 6. Contract Term. This Contract will remain in force for the entire "academic year," as defined in the Residence Life Guidebook, unless terminated in accordance with this Contract. The Contract does not extend to any future academic years. 7. 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. 8. 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. 9. 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 and meal charges for the full academic year. 10. Keys. All residents must sign for a 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. |
|--|--|

11. **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.
12. **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. 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.
13. **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.
14. **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.
15. **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.
16. **Holidays and breaks.** I understand that Anderson Hall, Mortensen Hall, Luther Hall, and Oren Gateway residents may remain in the residences during holidays and breaks. I further agree that first-year designated spaces in all residence halls close for specific holidays and breaks as listed in the Residence Life Guidebook.
17. **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.
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, 18C, or 18D:

A. Graduation or Study Abroad Provision

The Contract will terminate upon my graduation. 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 semesters only, the Contract will continue, and I will be responsible for all room and meal plan costs for the academic year.

B. Contract Cancellation Timeline

Prior to May 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason on or before May 1, 2018, this academic year Contract will terminate, and I will pay the University an amount equal to \$200 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After May 1, 2018 but on or before July 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason after May 1, 2018 but on or before July 1, 2018, the academic year Contract will terminate, and I will pay the University an amount equal to \$500 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After July 1, 2018 but on or before August 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason at any time after July 1, 2018 but on or before August 1, 2018, the academic year Contract will terminate, and I will pay the University an amount equal to \$600 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After August 1, 2018 but on or before September 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason at any time after August 1, 2018 but on or before September 1, 2018, the academic year Contract will terminate, and I will pay the University 25% of the fall term costs of the room as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After September 1, 2018 but on or before November 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason at any time after September 1, 2018 but on or before November 1, 2018, the academic year Contract will terminate, and I will be responsible for the entire room and meal plan costs of the Contract for the fall term and, in addition, I will pay the University 25% of the spring term costs of the room as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After November 1, 2018: If I provide the University with written notice of my desire to cancel this academic year Contract for any reason at any time after November 1, 2018, this academic year contract will terminate, and I will be responsible for the entire room and meal plan costs of the Contract for the fall and spring academic terms.

C. Spring Semester Only Cancellation Timeline

If I enter into this Contract for the 2019 spring term only, I may terminate as follows:

On or before December 1, 2018: If I provide the University with written notice of my desire to terminate the Contract for any reason on or before December 1, 2018, the Contract will terminate, I will pay the University an amount equal to \$400 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After December 1, 2018, but on or before January 1, 2019: If I provide the University with written notice of my desire to terminate this Contract for any reason after December 1, 2018, but on or before January 1, 2019, the Contract will terminate, and I will pay the University 25% of the spring term costs of the room as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After January 1, 2019: If I provide the University with written notice of my desire to terminate this Contract for any reason at any time after January 1, 2019, this contract will terminate, and I will be responsible for the entire room and meal plan costs of the Contract for the spring academic term.

D. 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 or 18C 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 college 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: _____