



## **RESIDENCE LIFE HOUSING AGREEMENT**

**Academic Year Fall 2021-Spring 2022**

This Residence Life Housing Agreement (the “Agreement”) is entered into by and between Park University, Parkville, Missouri and the following student (“Resident”)

**Name:** \_\_\_\_\_

**Student ID:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State Zip Code:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

Park University agrees to assign living accommodations for Resident in accordance with the Agreement. It is understood that this Agreement will be effective as long as Resident is a resident in Park University housing (“Residence Housing”). It is also understood that the Residence Life website contains community policies and regulations, including but not limited to the Student Code of Conduct, Title IV Policy, Resident Life & Education policy, Weapons Policy, Drug and Alcohol Use Policy and Resident Requirements (the “Policies”), with which the above student and his/her guests **must comply** and such Policies are incorporated herein by reference and made part of this Agreement.

This Agreement grants Resident a limited license to occupy the Residence Housing for the **entire academic year (both Fall and Spring semesters)** of the applicable year (the “Academic Year”) under the terms and conditions state herein. The term of this Agreement is for, and Resident agrees to retain occupancy in Resident Housing for the entire Academic Year.

### **HOUSING DEPOSIT.**

Resident must submit a housing deposit of \$150 with the submission of this Agreement. This housing deposit will be returned to Resident as long as Resident remains in Residence Housing for the entire Academic Year. During Resident’s last semester in Residence Housing, Resident is responsible for requesting the return of the housing deposit in writing from Park University. **Resident forfeits**

**the return of the housing deposit if Resident leaves Residence Housing without requesting refund of the housing deposit in writing or has outstanding balances on Resident's account.**

A prospective student who chooses not to attend Park University has until June 1<sup>st</sup> of the current Academic Year to request the return of the housing deposit. If the prospective student does not request a return of his or her housing deposit by June 1, the prospective student forfeits the return of the housing deposit.

### **OCCUPANCY.**

In addition to the terms and conditions set forth in other sections of this Agreement and the other rules, regulations and policies incorporated herein, the following requirements must be met in order for Resident to be eligible and remain eligible for Residence Housing. The failure to meet the following requirements may result in termination of occupancy under this Agreement and forfeiture of the room rental, housing deposit and other fees and charges paid in connection with Residence Housing. Further, in the event of the dismissal of Resident from Park University, withdrawal of Resident as a student from Park University, or Resident ceasing to be a full-time student at Park University (see #1 below), Resident's occupancy under this Agreement will terminate and Resident will have seven days to move out of Residence Housing.

1. Resident must be a full-time (12 or more credit hours) enrolled student at Park University who has timely paid for Residence Housing and campus accommodations pursuant to the terms of this Agreement.

2. All full-time, single students **under the age of 21** are required to live in a campus residence hall unless student has submitted a *Request for Off-Campus Living / Housing Exemption Form* and it has been approved by appropriate staff, based on the following criteria:

a. Student is living with his or her parents, legal guardians, or dependent children within a 60-mile radius; AND/OR

b. Student has more than 58 credit hours prior to the first semester of attendance.

3. Initial occupancy is required on or before the first day of classes. Rooms unclaimed at the beginning of a semester will be forfeited and reassigned unless the Chief Housing Official has received a timely written request for late arrival.

4. Resident agrees to retain occupancy in Residence Housing for **the entire Academic Year**. If Resident receives written permission to withdraw from Park University, Resident will be entitled to a refund of room rental according to the policy stated in the most current Park University catalog. For the avoidance of doubt, Resident forfeits all fees, expenses and charges paid if Resident is involuntarily dismissed or withdraws from Park University.

5. If Resident meets the requirements to live off campus but has signed this Agreement, Resident will not be released from the Agreement and will be responsible for the room rental and all other charges and fees, except in cases of marriage or dependent children. Except in cases of marriage or dependent children, Resident will be subject to the buyout fee described in the “Termination” section of this Agreement.

6. The Parkville Campus is entirely smoke-free; smoking is prohibited on Park University property. The policy prohibits the smoking of cigarettes, e-cigarettes, pipes, cigars, hookahs and water pipes, plus the use of smokeless tobacco.

7. All of the University Community, including students/residents, volunteers, and employees are strictly prohibited from possessing, manufacturing, transferring, selling, storing, or using any Weapons, as defined in Park University’s Weapons Policy, on any Park University property, facilities, or Park-sponsored events, regardless of whether one possesses a valid conceal carry permit.

8. Confirmed illegal drug use and /or manufacture, possession, or distribution of illegal or illicit drugs is a violation of Park University’s Drug and Alcohol Use Policy. Use, possession, manufacturing, or distribution of alcoholic beverages on University premises is a violation of Park University’s Drug and Alcohol Use Policy. Any resident purchasing or distributing alcoholic beverages for minors will face immediate dismissal in accordance with Park’s Drug and Alcohol Policy.

9. Behavior with the purpose to intimate, harass, discriminate against, bully and/or physically harm a roommate or potential roommate either in person, verbally, or through electronic medium, may result in assignment to a different room and/or residence hall and/or cancellation of this Agreement without refund and other disciplinary action pursuant to the Policies.

10. Pets are not allowed in Residence Housing. A service animal or emotional support animal, as defined by the Americans with Disabilities Act and/or the Fair Housing Act, must be approved by the Park University’s Disability Services Office and the Office of Residence Life prior to the service animal or emotional support animal being brought onto Park University’s property.

11. A prospective resident must comply with Park University’s rules and regulations regarding vaccination and immunization records in order to be eligible for Residence Housing.

For review of any of the Policies referenced in the above section, please see [my.park.edu](http://my.park.edu) (Policy Library) or request a copy from Student Life Office.

### **ASSIGNMENTS.**

Park University reserves the right to make all room assignments and reassignments as it considers necessary. Resident is assigned to the same room for the entire Academic Year. Resident may request a room change for urgent and exceptional circumstances but approval of a relocation is in the sole discretion of Park University. Unauthorized room changes are not permitted.

This Agreement does not guarantee assignment to a particular resident hall, room, apartment, or with a particular roommate. Failure to honor an applicant's assignment preferences will not terminate or void this Agreement.

Park University does not discriminate in assigning roommates on the basis of race, color, sex, sexual orientation, gender identity/expression, religion, disability, national origin, ancestry, familial status, political affiliation, veteran's status, or age.

### **SINGLE OCCUPANCY.**

Single rooms are available only to a limited number of residents and are assigned in the sole discretion of Park University. Priority is given to residents on a seniority basis by class standing and hours completed (i.e. Seniors, Junior, Sophomore). If Resident requests a single room and Park University grants such request, Resident must pay an additional single room charge, which is due at the time of confirmation for the semester. The charge associated with single room requests varies by residence hall.

### **CONSOLIDATION.**

**The consolidation of residents is necessitated when residents who are paying the double occupancy rate are provided a room without any roommates.** If Resident is without any roommates and is paying the double occupancy rate, Park University will notify Resident in writing of the following options, which Resident may choose from:

1. requesting to be assigned to a single room, if available, and Resident will pay the additional single room residency charge in such case;
2. moving in with an assigned resident, or a roommate of Resident's choice (provided that such roommate must be eligible for Residence Housing and has previously signed a copy of this Agreement); or
3. remaining in the current room and accept a roommate as assigned by Park University in Park University's sole discretion.

### **BREAK PERIODS.**

Fall, Thanksgiving, and Spring Break are included in the term of this Agreement. There is no additional charge for staying in the residence halls during these periods. Resident will be asked to confirm in writing that Resident will be staying in the residence hall for security, meal, and emergency purposes.

Winter Break and Summer Break are not included in the term of this Agreement. As a result, a nightly charge will be assessed if Resident wishes to remain in Residence Housing during these periods. If Resident wishes to remain in Residence Housing during Winter Break and Summer Break, Resident shall notify Park University in writing of such request. In the sole discretion of Park University, Resident may be moved to a centralized floor during these periods for Resident's safety and security.

## **TERMINATION OF OCCUPANCY.**

In addition to the other reasons for termination stated in this Agreement, termination of occupancy under this Agreement may also occur under the following conditions:

1. By Park University if a prospective resident is denied admission to or Resident withdraws or graduates from Park University.

2. By Park University if Resident fails to comply with the Occupancy requirements set forth above.

3. By Resident if Resident requests to terminate Resident's occupancy under this Agreement due to medical reasons. In this situation, Resident must provide documentation from a licensed physician stating that termination of his or her occupancy under this Agreement is a medical necessity.

4. By either party if Resident gives birth to or adopts a child during the term of this Agreement.

5. By Park University, if Park University, at the discretion of the Chief Housing Officer, Dean of Students, or any other authorized designee, determines that Resident (i) failed to comply with the terms and conditions stated herein; (ii) failed to comply with any Policies or any law or regulation; (iii) engaged in actions or activities detrimental to the health, safety, welfare, or security of Resident or others; or (iv) engaged in conduct that is disruptive to the Residence Housing community. If Resident is dismissed from Residence Housing for disciplinary reasons, Resident will not receive a refund of the housing deposit, room rental and other fees and charges.

6. By Park University, if the Resident fails pay room rental or any other fees or charges due to Park University. Resident's covenant to pay room rental and other fees and charges is independent of the other covenants of this Agreement. Resident agrees that any claim by Resident against Park University shall not be deducted from room rental or any other fees or expenses due to Park University nor set off against any claim for room rental or any other fees or charges due to Park University in any action.

7. By Park University if the University determines, in its sole and absolute discretion, that termination of Resident's occupancy is appropriate for health, safety, and general welfare of Resident, the students of Park University as a whole, or the University Community.

8. By Park University in the event of a Force Majeure Event.

A \$500 fee will be assessed to Resident if Resident is permitted by Park University, such permission to be in the sole and absolute discretion of Park University, to "buyout" the remainder of the term of this Agreement. The buyout option is only available to Resident if Resident does not meet the Resident Requirements described on the residence life webpage at [www.park.edu](http://www.park.edu).

## **BOARD.**

Resident is required to purchase a board plan. Resident must display Resident's campus ID to the food service staff before entering the dining room. All Policies apply to Resident while in the Dining Center and Resident will be held accountable under the Policies while in the Dining Center.

## **CONDITIONS OF PREMISES/DAMAGES.**

1. Resident shall not move or remove from Residence Housing any furniture or equipment.
2. No painting or alterations of facilities, equipment or furniture are allowed.
3. Resident understands that Resident is liable for damage to or the defacing of Park University property, including Residence Housing, or any furniture and equipment located thereon.
4. Resident is responsible at all times for the actions of Resident's guests. If a guest of Resident damages Park University property, including the Residence Housing, or any furniture and equipment located thereon, Resident may be disciplined in the same manner as if Resident was responsible for the damage.
5. Resident understands that Resident may be charged for damage to Park University property, including damages to Residence Housing, common areas, furniture or equipment.
6. Resident is responsible for removing all personal property from the Residence Housing when Resident moves out. Park University has the right, without assuming any liability, to dispose of all personal property left or abandoned on the premises.

## **LIABILITY; FORCE MAJEURE.**

Park University, and its officers, employees and agents, have no legal obligation, nor any duty to provide reimbursement for Resident's personal property resulting from loss, theft, water damage, vandalism, or any other perils. Resident agrees to hold harmless and hereby indemnifies Park University, and its officers, employees and agents, for damages sustained by Resident, Resident's guests, students or others, as a result of Resident's acts or omissions relating to Resident's occupancy of the Residence Housing. Resident is financially responsible for injury to another party, or damage to Resident's property, as a result of any act or omission relating to Resident's occupancy in the Residence Housing, and that Resident will pay any resulting claims or damages on behalf of Park University. Park University is not responsible for injury to Resident or Resident's guests that might result from the use of Residence Housing.

Although Park University makes every effort to protect Resident's property, it does not accept responsibility, and does hereby decline and disclaim any responsibility, for the theft or loss of Resident's property, and does hereby decline and disclaim any responsibility. Resident is encouraged to purchase and maintain renter's insurance during Resident's occupancy in Residence Housing. Many dependent students are covered by a parent's home insurance policy.

In the event of (i) an act of God, (ii) a flood, fire, earthquake or explosion, (iii) a national or regional emergency (including an order of any governmental agency or authority), (iv) war, terrorist threats or acts, riot or other civil unrest, (v) labor disturbances, (vi) a plague, pandemic or epidemic including but not limited to those caused by pathogen, (viii) shortages of adequate power or other utilities or (ix) or any other cause or event beyond the control or authority of Park University that, in Park University's sole judgement and discretion necessitates suspension of Residence Housing and meal services provided under the board plan (any such event, a "Force Majeure Event"), Park University may, in its sole and absolute discretion, suspend Residence Housing and meal services provided under the board plan and require Resident to move out of Residence Housing or temporarily or permanently relocate Resident upon not less than twenty-four (24) hours' notice to Resident. In the event of a Force Majeure Event, Residents will not be reimbursed for any costs or expenses incurred by Resident, nor will any housing deposit, any amounts paid for the board plan or any other amounts (including room rental, fees or charges) be refunded or pro-rated for time not spent in Residence Housing. Park University does not assume, and does hereby decline and disclaim, any responsibility for failure to perform any terms or conditions of this Agreement due to any Force Majeure Event.

### **ROOM ENTRANCE.**

1. Park University officials reserve the right to enter Residence Housing at any time for the purposes of maintenance, health inspections, investigations of disturbances, or upon the suspicion of violation of the Policies. If possible, notice will be given prior to entering Residence Housing. Every effort will be made to enter the premises in Resident's presence. However, in certain situations (necessity determined by authorized Park University staff in their sole discretion), entry may be made without prior notice or consent.
2. Park University staff will only unlock a room for a verified resident of that room.
3. Searches may be conducted of Residence Housing, as authorized by the Chief Housing Official, his/her representative, or other Park University official.

### **VISITORS.**

1. Visitors and guests must be approved by all members of Residence Housing apartment. Park University expects Resident to be considerate and courteous of their roommate(s) when inviting a guest to Residence Housing. A resident's right to privacy and peace outweighs the privilege of having a guest. Therefore, overnight guests are not permitted in Residence Housing without the advance permission of all residents of the apartment.
2. Overnight guests may not be Resident's romantic partner or significant other.
3. Any conduct by Resident that adversely affects or threatens to adversely affect Resident's roommate and/or that is disruptive or substantially impedes the lawful activities of other residents is not tolerated and appropriate sanctions may be taken.

4. Resident is responsible to ensure that Resident's guests do not impose any unreasonable inconvenience on other room residents.

5. Failure to follow this procedure will result in the loss of visitation privileges. Violation of visitation policies may include, but not be limited to: 1<sup>st</sup> offense: Warning 2<sup>nd</sup> offense: Loss of visitation privileges for 2 weeks 3<sup>rd</sup> offense: Loss of visitation privileges for the remainder of the semester 4<sup>th</sup> offense: Reconsideration of residential status.

6. Resident and Resident's guests agree to abide by the Policies, including but not limited to the Park University Student Code of Conduct, and all local, state, and federal laws. Resident and Resident's guests are responsible for reviewing the Policies.

### **COOPERATION WITH STAFF.**

For any questions or concerns with Residence Housing or this Agreement please contact Dean of Students at 816-584-6595 or [jayme.uden@park.edu](mailto:jayme.uden@park.edu).

Resident may also contact any Park University staff member and such contact information may be found online or in the Park University catalogs.

Resident is expected to comply with all of University-staff's reasonable requests and to treat Staff with respect. Likewise, staff are also expected to treat Resident with respect and not make unreasonable requests of Resident.

If you feel that the Staff is being unreasonable, please contact the Dean of Students at (816) 5846595 or [jayme.uden@park.edu](mailto:jayme.uden@park.edu).

### **MISCELLANEOUS.**

1. Resident shall not assign this Agreement to another person nor sublet any part of the premises. Changes may not be made to the terms and conditions of this Agreement without the written consent of Park University.

2. Failure to read this Agreement and the rules, regulations and Policies incorporated herein, including the information provided on the Residence Life website or other materials distributed in connection with Residence Housing, does not excuse Resident from complying with the terms and conditions, rules, policies and procedures contained herein or incorporated herein.

[Signature page follows.]

**Violation of any of the foregoing statements in this Agreement or Policies will subject the undersigned to disciplinary action, forfeiture of the housing deposit, room rental and/or termination of occupancy under this Agreement. The undersigned agrees to and accepts the terms and conditions of this Agreement.**



\_\_\_\_\_  
**Student Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent Signature (required if student is under the age of 18)**

\_\_\_\_\_  
**Date**

\*\*\*\*\*PDF Copy Only For Your Records. Please complete contract on-line.\*\*\*\*\*

EXAMPLE