



TERMS OF CONTRACT FOR ON-CAMPUS STUDENT HOUSING

The *Contract For On-Campus Student Housing*, which is called the “*Contract*”, is an agreement between Regent University Student Housing, which is called the “*University*,” and the student whose name appears on the *Contract Acceptance Form*, who is called the “*Student*.”

The *Contract* covers Student Housing assignments from the initial term of contract, as noted in the *Contract Acceptance Form*, through any subsequent terms applicable given dates of automatic *Contract* renewal or notices to vacate as described in the *Contract*.

The *Student* is responsible for carefully reviewing all information including the terms and conditions before signing and submitting the *Contract Acceptance Form* to Regent University.

TERMS AND CONDITIONS:

1. INAPPLICABILITY OF VIRGINIA LANDLORD TENANT LAW AND THE “VIRGINIA RESIDENTIAL LANDLORD & TENANT ACT”

This *Contract* sets forth the terms and conditions under which the *University* will license the *Student* the ability to occupy a unit of student housing incidental to the *University*'s provision of academic services to the *Student*. It is not a lease. Therefore, in accordance with Virginia Landlord & Tenant laws, this *Contract* is entered into by the *University* and the *Student* in full acknowledgement that **public and private higher education institutions in the Commonwealth of Virginia (such as Regent University) with residential on-campus student housing assignments are not bound by the Virginia Landlord and Tenant Laws. Among other things, the University is not obligated to follow civil court proceedings related to removal of the Student and the Student's property from the on-campus student housing assignment, but may automatically remove the Student and the Student's property from on-campus housing if the University determines that this Contract has been violated or the Student otherwise does not qualify for student housing. Without limiting the generality of the foregoing, the parties acknowledge that § 55-248.5 Code of Virginia provides in pertinent part:**

A. Except as specifically made applicable by § 55-248.21:1, the following conditions are not governed by this chapter:

1. Residence at a public or private institution, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar services; (...)

Accordingly, the Student and the University agree that Chapter 13 and 13.2 of Title 55 of the Code of Virginia do not apply to this housing arrangement between the Student and the University.

2. ELIGIBILITY FOR LIVING IN REGENT UNIVERSITY STUDENT HOUSING MUST BE MAINTAINED.

- a. Occupancy in a student housing assignment is limited to full-time students, members of their immediate family (where applicable in residential areas designated as married and family student housing).
- b. Immediate family is defined as spouse and dependent children.
- c. Eligible students are defined as students officially admitted for attendance to at least one of the schools at Regent University, who are currently enrolled as full-time students for each academic semester that require classroom attendance, who have not been dismissed from Regent University for any reason, and who are making reasonable (full-time student status) progress toward completion of degree requirements, as determined by the Registrar of Regent University.

- d. Withdrawal from the *University*, less than full-time enrollment status or dismissal due to academic or judicial sanctions as a student at Regent University for any reason shall immediately terminate the *Student's* eligibility for living in on-campus student housing, but the *Student* shall nonetheless be liable for all rent and other charges for the remainder of the then-current term. Upon such termination of eligibility, the *University* may terminate this *Contract* immediately and require the *Student* and any immediate family to vacate the student housing assignment immediately.
- e. *Students* who have graduated are no longer eligible for student housing and their *Contract* will terminate at the end of the term during which they graduate. This is applicable to both domestic and international students. The *University* may, in its sole discretion, extend the graduating *Student's Contract* for one additional academic period upon receiving a written request for extension at least sixty days prior to the end of term during which the *Student* graduates.

3. INITIAL AND RENEWAL TERMS.

Upon expiration of the initial term indicated in the *Contract Acceptance Form*, unless the *University* determines to terminate the *Contract*, the *Contract* will automatically renew for the next academic period. For the purpose of this *Contract*, academic periods are defined as follows: Fall – August 1 through December 31; Spring – January 1 through May 31; & Summer – June 1 through July 31.

- a. The *University* may, in its sole discretion, terminate this *Contract* at the end of the initial term or at the end of any renewal term by giving the *Student* written notice of termination.
- b. The *Student* shall deliver a Notice to Vacate to the *University* no later than October 1 if the *Student* is vacating on or before December 31, the Fall *Contract* period. The Notice to Vacate will be due no later than February 1 if the *Student* is vacating at the end of the May 31 or July 31 *Contract* terms. If the *Student* fails to give the aforesaid notice on a timely basis, the *Contract* will automatically renew for an additional term, unless the *University* exercises its right to terminate. Any such Notice to Vacate shall be effective only on the last day of the last month in any term and shall be delivered to the *University* at least 90 calendar days before the last day of the month in which termination of the *Contract* is to occur.
- c. This *Contract* will automatically terminate at the end of the term in which the *Student* graduates unless an extension has been requested and approved in writing by the *University*. Graduating students are required to submit a Notice to Vacate as outlined above.

4. MONTHLY STUDENT HOUSING FEE AND LATE CHARGES.

The monthly student housing fee payable under this *Contract* is noted in the *Contract Acceptance Form*. Rent payments shall be payable without notice, demand, or deduction as follows:

- a. The *Student* shall make a first proportionate student housing fee payment based on date of responsibility as noted in the *Contract Acceptance Form* and additionally pay a \$350.00 student housing deposit prior to occupying the premises.
- b. **The Student receiving student loans will have their student housing fee payments deducted from the proceeds of their student loans. If the student loans are insufficient to pay the full student housing fee, the Student will be liable for the balance.**
- c. If the *Student* is making monthly student housing payments, these are to be paid at the *University* Business Office or at the *University's* online payment website, called Genisys.
- d. **If the University does not receive monthly student housing payments within five (5) calendar days after they are due, each Student whose payment is late shall pay a late charge of \$50.00 for any given month, plus interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum legal rate, if it is less).**
- e. **Failure to pay monthly student housing fees by the tenth calendar day of any month shall constitute a breach of this Contract and the University may terminate the Contract at the University's sole discretion. The University may additionally place a hold on the Student's account. The Student shall also reimburse the University for all costs (including, but not limited to, the cost of serving legal notices) and attorney's fees allowed by law incurred in collecting overdue student housing fees, and shall pay the University \$35.00 for each student housing fee check of the Student that may be returned by a bank for any reason.**
- f. **Failure to pay rent by 10:00 a.m. on the fifteenth calendar day of any month shall continue to constitute a breach of this Contract and the University may terminate this contract and immediately remove Student access to the on-campus student housing assignment via main entry door lock change or disablement.**

- g. **In addition to all other remedies at law or in equity, failure to pay student housing fees by 10:00 a.m. on the fifteenth calendar day of any month may result in removal of the Student, removal of the Student's property and removal of any immediate family from the on-campus student housing assignment. Please see Section 1, "Inapplicability of the Virginia Residential Landlord & Tenant Act."**
- h. The *University* may increase or decrease the student housing fees, or charges for services, or make any other changes in this *Contract* deemed necessary upon giving the *Student* written notice sixty (60) days prior to the expiration of the initial or any renewal term. Such change shall be effective at the beginning of the next *Contract* term. Each *Student* agrees to be fully bound by this *Contract*.
- i. Each *Student* assumes full personal liability for the payment of their portion of all student housing fees applicable to their student housing assignment, regardless of whether any other *Student*, who is also fully bound and liable to their portion, fails to perform as required by this *Contract*.
- j. In a housing assignment where multiple students are in residence, the remaining resident(s) will be given 30 days to decide if they will move into another partially full apartment or take full financial responsibility for their housing assignment being re-designated as single occupancy.
- k. Any rent or other charges owed by the *Student* shall be deemed to be student loans for purposes of the Bankruptcy Act.

5. ON-CAMPUS STUDENT HOUSING ASSIGNMENT DEPOSIT.

The *Student* agrees to deposit with the *University* before occupying the student housing assignment the sum of **\$350.00**, as a deposit to ensure that the student housing assignment (including all keys, fixtures, facilities, and appliances) will be returned to the *University* at the end of the term in its present condition, except for normal wear and tear.

- a. **Once deposited to the University, the Student forfeits the \$350.00 student housing assignment deposit when requesting to cancel this Contract prior to occupying the housing assignment.**
- b. Upon termination of occupancy and after the payment in full of all student housing fees or other money due to the *University*, the deposit (without interest), or so much thereof as the *Student* is entitled to receive, will be returned to the *Student* within thirty (30) calendar days after the end of the *Contract* period. If the deposit is not sufficient to cover the costs of repairs or replacements beyond those associated with normal wear and tear or any charges due the *University*, the *University* will place a charge on the *Student's* account for funds due.

6. SUB-ASSIGNING STUDENT HOUSING ASSIGNMENTS (SUBLETS).

No on-campus student housing assignment may be exchanged or sublet without first obtaining permission in writing from the *University*, which permission may be withheld at the *University's* sole discretion. Rare occasions for approved sub-assigning are limited to individuals affiliated with the *University* (current students, faculty or staff).

7. STUDENT OBLIGATIONS (applicable to residents of Regent Commons and Regent Village).

- a. **The Student is responsible for becoming familiar with all information and adhering to all policies contained in the Regent University Student Housing Residence Hall Handbook & Student Handbook. Those Handbooks are not contracts, and the University may revise them at any time and from time-to-time. The Student is responsible to become familiar with any such revisions.**
- b. The *Student* shall not use or possess within student housing assignments any of the following: pets (5 gallon or smaller, fresh water aquariums are permitted), illegal drugs, tobacco, alcoholic beverages, firearms, ammunition, firecrackers or similar explosives, fuel containers (gasoline, kerosene, propane and coal) exterior aerials, non-surge protected extension cords, supplemental space heaters, disabled vehicles, or any item which the *University* determines and declares to be unsafe, unhealthy, illegal, or inconsistent with the image and objectives of Regent University.
- c. The *Student* shall comply with the following policies for living in an on-campus student housing assignment:
- Quiet hours are 9:00 PM until 8:00 A.M. The residential area should be reasonably quiet and "24-7 courtesy hours" are in effect at all times. Courtesy hours are defined as a resident being obligated to lower noise coming from their housing assignment at any time of the day or night should another resident request them to do so. The radio/TV/stereo volume and similar devices must be at a level that cannot be heard in any other student's housing assignment.

- Do not drive on the sidewalk.
- All vehicles must have a Regent University tag/parking permit appropriately displayed.
- Inoperable vehicles or vehicles with expired registrations are not allowed to be parked on the property.
- Washing cars in the parking lot is prohibited.
- Motorcycles must be parked in parking spaces.
- Bicycles shall not be parked or chained in walkways and exit ways or to trees and light posts.
- Parking lots are for the residents' motor vehicles only including automobiles, motorcycles, and pick-up trucks but excluding boats, trailers, mobile homes, campers, buses or trucks larger than three quarter ton without prior consent of the Area Director.
- Only the following automobile repair/maintenance is permissible on the premises: changing a flat tire, adding fluids (windshield or motor oil), battery boost, changing an air filter, changing spark plugs.
- No part of an exit way shall be used for any purpose that will interfere with its use as an exit way.
- Fire code prohibits the storage of items in hallways or common areas.
- Damage to apartments or the grounds caused by *Student* negligence (or that of the *Student* guest) will be charged to the *Student*.
- Regent Village *Students* are responsible for having their carpets professionally cleaned by a carpet cleaning contractor upon vacate. A receipt should be provided to the *University* as proof of cleaning. For the purpose of this *Contract*, cleaning carpets with rented carpet cleaning equipment is not considered "professional" carpet cleaning. A charge to the *Student's* account will be applied when the *Student* does not provide proof of having the carpet professionally cleaned.
- The *Student* shall not alter, add to, or tamper with heating, electrical, fire safety or security systems. This includes, but is not limited to, misuses of smoke detectors, fire alarms and door systems. Should a smoke alarm go off and you temporarily want to shut it off, call the Regent/CBN Police Department at 226-2075 and request maintenance to perform this operation.
- No *Student* or guest shall be permitted to collect or assemble within the residential area any flammable materials that constitute a clear fire hazard. This includes gasoline containers, propane tanks, charcoal and lighter fluid.
- The *Student* may keep only lawn furniture, toys, bicycles, and plants on porch areas in combinations that do not create a cluttered or unattractive appearance as determined by the *University*. All other items are prohibited.
- Painting of walls or hanging wallpaper is prohibited. Use of nails or picture hooks in walls is discouraged as this may result in damages to the housing assignment and charges being placed on a resident's student account.
- The premises shall not be used by *Student*, *Student's* family or guests for the sale of merchandise or services, or the storage of merchandise for sale, or as the location of a commercial enterprise.
- Only established bulletin boards may be used for leaflets and announcements unless the residential area office grants approval.
- Washers, dryers, and portable dishwashers are not permitted in Regent Village Phase I units.
- Residents and guests shall comply with all instructions and directives of resident assistants (RAs) and/or Student Housing staff. Failure to do so may result in referral to Student Services for judicial action.

d. PEST CONTROL.

Exterminating services are provided periodically through a *Student's* request to the residential area office.

e. SOLICITING.

Soliciting is not permitted in the *University's* residential areas. This includes door-to-door advertising of on-campus events.

f. LIABILITY.

The *University* is not responsible for the loss or damage to personal property, nor is it responsible for injury to the *Student* or his/her visitors. **It is strongly recommended the Student obtain renter's insurance.**

13. VACATING PREMISES

At the termination of this *Contract*, the *Student* shall promptly vacate the on-campus housing assignment, leaving it in substantially the same condition as at the time of commencement of this *Contract*, ordinary wear and tear excepted. Any personal property left after termination of this *Contract* will be deemed abandoned. A fee will be charged to the *Student* for the removal of any abandoned furniture. The *Student* shall also be responsible for the cleanliness of the on-campus student housing assignment, leaving it in substantially the same condition as at the time of the commencement of this *Contract*. **If the Student fails to vacate immediately upon termination of this Contract for any reason, the University reserves the right to remove access to the student housing assignment via main entry lock change or disablement, remove the Student, the Student's family and possessions, with such force as may be necessary under the circumstances.**

14. GUESTS.

The *Student* may not have guests that stay overnight in the on-campus student housing assignment for more than 2 days in a given week or 8 days in a given month. The *Student* must request and receive written permission from all other students living in the housing assignment to allow for a guest's stay. The *Student* must additionally register the guest with the residential area's office. **The Student is responsible for his/her guests at all times. This includes non-student, immediate family members such as a spouse or children.**

15. DEFAULT

If the *Student* violates any of the provisions of this *Contract*, or any of the policies and/or expectations for behavior established by the Residence Hall Handbook and/or the *University's* Student Handbook, then the *University* shall have the right to recover immediate possession of the on-campus student housing assignment. **Please see Section 1, "Inapplicability of the Virginia Residential Landlord & Tenant Act."**

16. ACCESS TO ON-CAMPUS HOUSING ASSIGNMENT BY THE UNIVERSITY.

- a. The *University* reserves the right to enter the *Student's* Regent Commons on-campus student housing assignment--to include common areas and private bedrooms & bathrooms—at any time and without prior notice for the purpose of conducting a health & safety inspection, facilitating repairs or for other purposes. The *University* will conduct a health & safety inspection to both ensure the *Student's* compliance with all terms in this *Contract* related to the physical space of the on-campus student housing assignment and to ensure the *Student's* compliance with all behavioral expectations identified in the Residence Hall Handbook and Student Handbook. Noncompliance with terms of this *Contract* or Residence Hall Handbook and/or Student Handbook may result in charges applied to the *Student's* account and/or referral for disciplinary/judicial sanctions.
- b. **The Student shall not withhold consent to the University to enter into either Regent Commons or Regent Village on-campus student housing assignments.**

19. KEYS.

The *Student* agrees to take possession of an on-campus student housing assignment key(s) and agrees to obtain any duplicates or replacements only from the residential area office. The *Student* shall not make duplicate or replacement keys for any reason. A charge of \$50.00 per key will be charged to the *Student* for replacement of housing assignment keys. The *Student* shall return all keys to the residential area office the day the *Student* vacates the housing assignment. The *University* shall assess the *Student* a \$50.00 per housing assignment key and \$25.00 per mailbox key for any keys not returned at the time the *Student* vacates the housing assignment.

20. FINAL CHECKOUT INSPECTION.

If the *Student* desires to be present when the *University* makes the final checkout inspection of the housing assignment, the *Student* shall so advise the residential area office in writing.