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## **ON-CAMPUS STUDENT HOUSING AGREEMENT**

The *Agreement for On-Campus Student Housing*, which is called the “*Agreement*”, is an agreement between Regent University’s Office of Residence Life, which is called the “*University*,” and the student whose name appears on the *Agreement Acceptance Form*, who is called the “*Student*.”

This Agreement applies to all Regent University student residential areas including the Regent Commons (Constitution Hall & Foundation Hall) and the Regent Village. This Agreement is between the University and the individual students. The Student Housing Agreement is a license to use University facilities and is **NOT** a lease agreement.

### **TERMS AND CONDITIONS**

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

This *Agreement* 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 §§ 55.1-1201 Code of Virginia provides in pertinent part:*

“C. The following tenancies and occupancies are not residential tenancies under 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 12 and 12.2 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**.
- b. Only immediate family (resident, spouse, dependents under the age of 18) of the contracted resident may live in the family housing assignment. Individuals 18 years and older may not reside in family housing as “dependents.” There is only one exception to this rule, as follows: individuals over the age

of 18 may reside in the unit with their parent(s) if, and only if, they are enrolled in and attending high school or an institution of higher education. Any exception must be requested in writing to the Office of Residence Life prior to move-in. For purposes of this rule, the definition of “dependent” is an individual who may be claimed as a dependent on the tax return of the Regent University student who signs the agreement for the family housing assignment.

- c. The following documentation (when requested) must be provided to the Office of Residence Life before the housing agreement will be considered complete: marriage license, birth certificates of children, and where applicable in the case of divorced parents, papers proving custody of minor children. Tax returns may also be required to demonstrate that other residents are “dependents” of the student signing the housing agreement.
- d. 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. Classroom attendance for a required residency in any degree program that is otherwise all online does not meet the eligibility requirement for residing in campus housing.
- e. 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 student housing fees and other charges for the remainder of the then-current term. Upon such termination of eligibility, the *University* may terminate this *Agreement* immediately and require the *Student* and any immediate family to vacate the student housing assignment immediately.
- f. *Students* who have graduated are no longer eligible for student housing and their *Agreement* 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* *Agreement* 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.
- g. The University may, from time to time, reassign students to another housing assignment based on the needs of the University. Students whose family/dependent status changes after a housing agreement is complete may be required to provide the above-listed documentation in order to maintain their housing assignment.
- h. A student who becomes a full-time or part-time regular employee of Regent University, or is the spouse of a full-time or part-time regular employee of Regent University, is not eligible to reside in University owned and operated campus housing. This includes, but is not limited to, faculty, staff and administrators. Generally speaking, this policy does not apply to a Graduate Assistant or Student Worker who is employed by Regent University and who is also enrolled full-time as on-campus

student. In the event a student residing in campus housing becomes a full-time or part-time regular employee of the University, the student must move out of campus housing by the end of the term during which the student becomes employed as a full-time or part-time regular employee of the University.

### 3. INITIAL AND RENEWAL TERMS.

Upon expiration of the initial term indicated in the *Agreement Acceptance Form*, unless the *University* determines to terminate the *Agreement*, the *Agreement* will automatically renew for the next academic period. For the purpose of this *Agreement*, academic periods are defined as follows:

- For traditional undergraduate (unmarried, 24 years old or younger), a full undergraduate academic year is typically from mid-late August to early May (refer to Academic Calendar for specific dates).
- For graduate and non-traditional undergraduate residents of Regent Village:
  - Fall – August 1 through December 31
  - Spring – January 1 through May 31
  - Summer – June 1 through July 31.

***Applicable for Regent Commons Residents (Constitution & Foundation Hall) AND Undergraduate Residents in Regent Village Shared Two Bedroom Apartments:***

***Campus housing will close at noon on 12/11/20 and re-open at 8:00 a.m. on 1/9/21. All residents must be out of their housing assignments between noon on 12/11/20 and 8:00 a.m. on 1/9/21.***

***Please make personal and family travel arrangements accordingly.***

- a. The *University* may, in its sole discretion, terminate this *Agreement* 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 31 if the *Student* is vacating on or before December 31, the Fall *Agreement* period. The Notice to Vacate will be due no later than February 28 if the *Student* is vacating at the end of the spring (May 31) or summer (July 31) *Agreement* terms. If the *Student* fails to give the aforesaid notice on a timely basis, the *Agreement* 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 *Agreement* is to occur.
- c. This *Agreement* 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.

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#### 4. SEMESTER STUDENT HOUSING FEE.

The semester (fall, spring, or summer) student housing fee payable under this *Agreement* is noted in the *Agreement Acceptance Form*. Full semester payments shall be payable without notice, demand, or deduction as follows:

- a. The *Student* shall make a full semester student housing fee payment based on established payments deadlines by the Regent University Business Office. Payment deadline information can be found here: The payment deadline for the current term can be found here: <http://www.regent.edu/admin/busoff/student.cfm>. The *Student* shall additionally pay a student housing deposit prior to occupying the premises.
- b. The *Student* receiving student loans will have their semester student housing fee payment 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. If a balance remains by September 15 (fall), January 15 (spring) or June 15 (summer) and the *Student* has not enrolled in the University Tuition Installment Plan (see Section 4 “d” and “e”) the University may exercise the timeline and process for removal from student housing as identified in Section 4 “f, g, and h.”
- c. If the *Student* is making personal payments via cash, check or credit card, these are to be paid at the University Business Office or at the University’s online payment website, called Genisys.
- d. A *Student* may not occupy a housing assignment until the semester student housing fee has been paid in full unless:
  - o University Central Financial Aid records indicate a *Student*’s loans and/or other financial aid will be dispersed following the initial date of occupancy.
  - o *Student* has enrolled in the University’s Tuition Installment Plan (TIP). See Section 4 “f.”
- e. *Students* electing to utilize the University’s Tuition Installment Plan (TIP) may make 4 equal payments for housing, tuition and any other fees throughout the fall or spring semesters (3 equal payments will be made for the summer semester). For more info on the University TIP: [http://www.regent.edu/admin/busoff/tuition\\_installment.cfm](http://www.regent.edu/admin/busoff/tuition_installment.cfm)
- f. Failure to pay a semester housing fee balance (see Section 4 “b” and “c”) or, if utilizing the University TIP, failure to meet a TIP payment will constitute a breach of this *Agreement* and the University may terminate this *Agreement* immediately.
- g. If the then current TIP payment is not made by its original due date, the University may issue a 5 Day [Notice To Vacate](#) obligating the *Student* to remove themselves, their property and any immediate family from their student housing assignment should full TIP installment payment not be made by 10:00 a.m. the fifth day after its original due date.

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- h. If the then current TIP payment is not made by the fifth day after its original due date, the University may remove *Student* access to the on-campus student housing assignment via main entry door lock change or disablement. Additionally, removal of the Student, removal of the Student's property and removal of any immediate family from the on-campus student housing assignment may occur. Please see Section 1, "Inapplicability of the Virginia Residential Landlord & Tenant Act."
  - i. The *University* may increase or decrease the student housing fees, or charges for services, or make any other changes in this *Agreement* 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 *Agreement* term. Each *Student* agrees to be fully bound by this *Agreement*.
  - j. 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 *Agreement*.
  - k. Any student housing fees or other charges owed by the *Student* shall be deemed to be student loans for all purposes including, but not limited to, bankruptcy.
  - l. No semester housing fees shall be prorated. The *Student* is responsible for the full semester housing fee.
  - m. The *Student* canceling their Student Housing Agreement for any reason other than complete withdrawal from the *University*, they will be financially responsible for a portion of the semester fee. These charges are described below:
    - o The following charges apply to **students who have never before lived on campus** (incoming first-semester freshmen, transfer, or first-year graduate students):
      - If written notice of cancellation is received by Student Housing via the [Request to Terminate Housing Form](#) prior to the student accepting his or her assignment in Genisys, the student will receive a refund of their housing deposit.
      - If written notice of cancellation is received after the student accepts his or her assignment in Genisys, the student will **forfeit** his or her housing deposit.
    - o The following charges apply to **returning students who have lived on campus** (second-semester freshmen and transfer students, returning upperclassmen students, i.e., sophomores, juniors, seniors, and returning graduate students):
      - If written notice of cancellation is received by Student Housing via the [Request to Terminate Housing Form](#):
        - o **Fall Semester**
          - After the Room Selection Process, but no later than July 31<sup>st</sup> for the academic year, the *Student* will be responsible for **\$500** of the original fall semester fee.
          - After July 31<sup>st</sup>, but no later than the first day of classes of the upcoming academic semester, the *Student* will be responsible for **\$750** of the original fall semester fee.

- **Spring Semester**
  - If the *Student* cancels their housing agreement **before** December 1<sup>st</sup>, they will be responsible for **\$500** of the original spring semester fee.
  - If the *Student* cancels their housing agreement **after** December 1<sup>st</sup>, but no later than the first day of classes of the upcoming academic semester, the *Student* will be responsible for **\$750** of the original spring semester fee.
- **Summer Semester**
  - If the *Student* registers for summer housing, but then cancels **before** May 11<sup>th</sup>, they will **not** be responsible for the original semester fee.
  - If the *Student* registers for summer housing, but then cancels **after** May 11<sup>th</sup>, they will be responsible for **\$250** of the original summer semester fee.

## 5. ON-CAMPUS STUDENT HOUSING ASSIGNMENT DEPOSIT.

The *Student* agrees to deposit with the *University* before occupying the student housing assignment. The sum of the deposit is contingent upon the residential area in which a student will reside, the specific type of housing assignment and if a student is a graduate or undergraduate. The deposit is required 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. For all new undergraduate students, both traditional and non-traditional age, the housing deposit is paid in combination with the enrollment deposit. This is done after admittance to the university.
- b. For all current/returning undergraduate students, either traditional and non-traditional age, a \$200, \$350, or \$500 housing deposit is due at the time of application to housing or due within 7 calendar days of receiving an electronic offer of student housing assignment (this is contingent upon the residential area to which the *Student* is assigned).
- c. For all graduate residents and current/returning non-traditional undergraduate residents (those students that are assigned to Regent Village), a \$350 or \$500 deposit is due within 7 calendar days of receiving an electronic offer of student housing assignment. The offer is forfeited if the \$350 or \$500 fee is not received within 7 calendar days.
- d. 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 *Agreement* 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.

## 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 Residence Life Handbook & Student Handbook. Those Handbooks are not Agreements, 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 (only fish in 5 gallon or smaller, fresh water aquariums and University Disability Services-approved emotional support or service animals are permitted; for more information on the University emotional support animal (ESA) and service animal policy, please visit <http://www.regent.edu/community-spiritual-life/disability-services/> or contact University Disability Services at 757-352-4797), candles & incense, illegal drugs, tobacco, alcoholic beverages, firearms, ammunition, firecrackers or similar explosives, edged weapons other than folding-blade pocket knives, 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. A more comprehensive listing of prohibited items in campus housing can be found in the Residence Life Handbook.
- c. The *Student* shall exercise proper ventilation practices while residing in a student housing assignment. Due to high humidity levels, the Hampton Roads area has the potential to be a high-mildew area. Dark, humid environments, such as bathrooms with showers, are susceptible to the buildup of mildew. For the safety and protection of both personal health and the student housing assignment, the *Student* should use the ventilation fan in the bathrooms of the student housing assignment to avoid the accumulation of mildew or other growth, allow ample sunshine to enter the student housing assignment by opening blinds, and follow the maintenance/cleaning instructions included with devices such as humidifiers and vaporizers. The *University* is not responsible for damages caused by mildew or growth in the student housing assignment in the event the *Student* did not properly exercise proper ventilation practices.

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.**

## 8. VACATING PREMISES

At the termination of this *Agreement*, 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 *Agreement*, ordinary wear and tear excepted. Any personal property left after termination of this *Agreement* 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 *Agreement*. A listing of the fees for damages, repairs and cleanings that a vacating resident may be charged can be found here: <https://www.regent.edu/campus/housing/pdf/DamageChargeSheet.pdf>. Residents can expect a carpet cleaning charge (dependent upon the condition of the carpet) to be deducted from their housing deposit when carpet cleaning is required. If carpet cleaning is not deemed necessary in a housing assignment then no carpet cleaning will be assessed. **If the Student fails to vacate immediately upon termination of this Agreement 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.**

## 9. DEFAULT

If the *Student* violates any of the provisions of this *Agreement*, or any of the policies and/or expectations for behavior established by the Residence Life 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."**

## 10. FORCE MAJEURE

The University and the Office of Residence Life assume no responsibility for failure to perform any terms or conditions of this Agreement due to circumstances beyond its control, including but not limited to any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, pandemic or other medical situation, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event").

When a Force Majeure Event occurs, the University may find it necessary to temporarily or permanently relocate a resident. Additionally, the University reserves the right to temporarily or permanently close all or part of any housing facility. The University will provide additional details upon such occasions.

No compensation is provided for loss of student's time in dealing with a displacement (either temporary or permanent) nor remuneration for discomfort or inconvenience.

As a general rule, semester housing fees are not prorated (see Section 4 Letter I). However, should the University need to close due to a Force Majeure Event, the University reserves the right at its discretion to adjust housing charges that it deems appropriate based on the circumstances.

Students who choose to vacate their on-campus housing assignment when the University has issued no such directive shall be responsible for the full semester housing fee and all other associated fees.



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## 11. ACCESS TO ON-CAMPUS STUDENT HOUSING ASSIGNMENT BY THE UNIVERSITY.

- a. The *Student* shall not withhold consent to the University to enter into either Regent Commons or Regent Village on-campus student housing assignments to address immediate concerns related to:
  - i. the welfare of an individual;
  - ii. alleged violations of University and/or Residence Life policy;
  - iii. the opening or closing inspection performed prior to semester breaks;
  - iv. the repair/maintenance of a campus housing facility.
- b. **Health & Safety Inspections:** During both fall and spring academic terms, the *University* reserves the right to enter the *Student's* on-campus student housing assignment--to include common areas and private bedrooms & bathrooms--with one week's prior notice for the purpose of conducting a health & safety inspection. The *University* will conduct a health & safety inspection to both ensure the *Student's* compliance with all terms in this *Agreement* 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 Life Handbook and Student Handbook. Noncompliance with terms of this *Agreement* or Residence Life Handbook and/or Student Handbook may result in charges applied to the *Student's* account and/or referral for disciplinary/judicial sanctions.
- c. **Preventative Maintenance Inspections in Regent Village:** During both fall and spring academic terms, the *University* reserves the right to enter the *Student's* Regent Village on-campus student housing assignment--to include common areas and private bedrooms & bathrooms--with one week's prior notice for the purpose of conducting a preventative maintenance inspection. The *University* will conduct a preventative maintenance inspection to ensure the proper working order of university owned appliances, plumbing, HVAC and electrical systems in the student housing assignment. While not expressly sought, alleged violations of University and Residence Life policy may be referred for disciplinary/judicial review.