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 single full-time students enrolled in on-campus programs. We do not allow married couples or families to reside in on-campus housing.

   b. 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, on-campus 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.

c. 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 to vacate the student housing assignment immediately.

d. 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.

e. The University may, from time to time, reassign students to another housing assignment based on the needs of the University.

f. 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 (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
o Summer – June 1 through July 31.

Applicable for Regent Commons Residents (Constitution & Foundation Hall) AND Undergraduate Residents in Regent Village:
Campus housing closes over winter break. Please refer to the Residence Life Calendar for official dates. Requests for extensions must be made 30 days in advance in order to be considered.

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.

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: https://www.regent.edu/business-office/#tuition-payments--refunds/important-calendar-dates. 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

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 15 Day Notice To Vacate obligating the Student to remove themselves and their from their student housing assignment should full TIP installment payment not be made by 5:00 pm the fifteenth day after its original due date.

h. If the then current TIP payment is not made by the fifteenth 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 and removal of the Student’s from the on-campus student housing assignment may occur. Please see Section 1, “Inapplicability of the Virginia Residential Landlord & Tenant Act.”

i. If a Student is removed from housing due to failure to make sufficient payments for housing, tuition and any other fees throughout the fall, spring, or summer semesters, as determined by the Office of Residence Life and/or the Business Office, the Student will not be eligible to reapply for housing for one academic year. After one academic year, the Office of Residence Life will review the application of any Students who reapply after being removed from housing, and their eligibility to be assigned on-campus housing will be determined on a case-by-case basis.

j. 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.
k. 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.

l. 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.

m. No semester housing fees shall be prorated. The Student is responsible for the full semester housing fee.

n. 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 first-semester freshmen move-in date, as outlined for the given semester in the Residence Life Calendar, the student will receive a refund of their housing deposit.
     ▪ If written notice of cancellation is received after the first-semester freshmen move-in date, as outlined for the given semester in the Residence Life Calendar, 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 31st for the academic year, the Student will forfeit their housing deposit and be responsible for $500 of the original fall semester fee.
         ▪ After July 31st, but no later than the first day of classes of the upcoming academic semester, the Student will forfeit their housing deposit and be responsible for $750 of the original fall semester fee.
         ▪ After the first day of the academic semester—see the academic calendar—the Student will forfeit their housing deposit and be responsible for the full housing semester fee, even if they have not moved in.

       o Spring Semester
         ▪ If the Student cancels their housing agreement before December 1st, they will forfeit their housing deposit and be responsible for $500 of the original spring semester fee.
If the Student cancels their housing agreement after December 1st, but no later than the first day of classes of the upcoming academic semester, the Student will forfeit their housing deposit and be responsible for $750 of the original spring semester fee.

After the first day of the academic semester—see the academic calendar—the Student will forfeit their housing deposit and be responsible for the full housing semester fee, even if they have not moved in.

- **Summer Semester**
  - If the Student registers for summer housing, but then cancels before May 11th, they will not be responsible for the original summer semester fee.
  - If the Student registers for summer housing, but then cancels after May 11th, they will be responsible for $250 of the original summer semester fee.
  - If the Student cancels their housing after May 31st, they will be responsible for the full 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 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 new undergraduate students, traditional age, the $200 housing deposit may be paid in combination with the $150 enrollment deposit. This is done after admittance to the university. New undergraduate students may pay the $200 housing deposit through StarRez as well.

b. For students currently enrolled who are re-applying for housing, a $200 deposit is due at the time of application on StarRez.

c. For all graduate residents and current/returning non-traditional undergraduate residents (those students that are assigned to Regent Village), a $200 deposit is due at the time of application on StarRez.

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 acknowledges that the University will assign students to on-campus housing based on biological sex at birth.

c. 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.

d. 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, and remove his or her 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 l). 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.
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 and Regent Commons: 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 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.