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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 **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 12

- 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 12) 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.
- 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:
  - University Central Financial Aid records indicate a *Student's* loans and/or other financial aid will be dispersed following the initial date of occupancy.
  - *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 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 31<sup>st</sup> for the academic year, the *Student* will forfeit their housing deposit and 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 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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 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.
  - If the *Student* cancels their housing after May 31<sup>st</sup>, 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 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.

## 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.