

Augsburg College Housing Contract – Summer 2009

(Initial before each item after reading)

- ____ 1. This contract, made this day, is a room contract between _____ (resident's name, herein after "resident") and Augsburg College. This contract is binding on the college and on the resident for the entire term of the contract and cannot be terminated except under conditions cited in this contract. Housing contracts are not transferable from one resident to another or from one summer to another.
- ____ 2. **Summer 2009 Contract Period is May 25, 2009 through August 7, 2009.**
- ____ 3. **The resident (and parent, if the resident is under 18 years of age) agrees to pay for room charges for the entire summer 2009 contract,** payable in accordance with the Enrollment Center's billing dates. The College reserves the right to adjust room charges should economic conditions necessitate.
- ____ 4. A \$200.00 housing deposit is required to reserve a space when submitting the contract. The housing deposit may be refunded upon the resident's final departure from the college. This fee cannot be waived or deferred for any reason.

CONTRACT PROVISIONS

- ____ 5. The College agrees to provide room to the resident in one of the College's residence areas. The College will try to meet preferences of room assignments; however, no guarantee of a specific assignment is offered, implied, or made hereby.
- ____ 6. The resident's signature on this contract constitutes **an agreement to abide by the policies, procedures, and regulations of the College** as set forth in this *Housing Contract*, the *Residence Life Guidebook*, the *Augsburg College Student Guide*, *Community Agreements*, and other related official guidelines established by the Director of Residence Life and Augsburg residents. By signing this contract, the resident understands that Residence Life has the right to implement any additional housing policies when necessary. Violations of these policies, procedures, and regulations may lead to cancellation or suspension and forfeiture of the housing deposit and the entire cost of the contract for summer 2009.
- A. Summary Cancellation or Suspension of the Housing Contract**
1. A summary suspension of the housing contract requires that the resident vacate residence immediately. It may be imposed when the Director of Residence Life or his/her designee has reasonable cause to believe the resident poses a threat to the safety of him/herself, other persons, or property in the residence halls. Any resident so suspended who returns to college housing during the period of suspension may be subject to permanent denial of housing and further sanctions. Once summary suspension of the housing contract has been imposed, permission to enter college housing must be granted in writing and in advance by a hearing officer. Any resident subject to summary suspension shall be required to remain out of college housing until a hearing is held. The hearing shall be held within 7 business days of the notice of suspension.
2. The College reserves the right to cancel the room contract if the resident or the resident's guest(s) is deemed by the Director of Residence Life and Vice President of Student Affairs, or his/her designee, to be a threat to the safety, health, or security of the residence and/or its residents. **If the College cancels this contract, the resident must vacate the premises within 24 hours of notification.**

The following terms and conditions shall apply to all requests for Housing Contract terminations:

- ____ 7. *All notices regarding the Housing Contract shall be in writing* and shall be delivered in person or sent by United States mail to Augsburg College, Residence Life Office, Campus Box # 81, 2211 Riverside Avenue, Minneapolis, MN 55454. A resident's official move out date coincides with the date he/she completes procedures to check out.

Residents who enter into a Housing Contract for summer 2009 may terminate the Housing Contract as follows:

- ____ 8. If the resident provides the College with *written notice* of his/her desire to terminate on or before April 15, 2009, the housing contract shall terminate and the resident shall forfeit the full amount of the resident's housing deposit.
- ____ 9. If the resident provides the College with *written notice* of his/her desire to terminate after April 15, 2009, but on or before May 1, 2009, the housing contract shall terminate, and the resident shall forfeit the full amount of the resident's housing deposit and, *in addition*, the resident shall pay the College an amount equal to one third of the room cost as liquidated damages for such termination.
- ____ 10. If the resident provides the College with *written notice* of his/her desire to terminate at any time after May 1, 2009 but before August 7, 2009, the resident shall be responsible for the entire cost of the summer 2009 contract.

GENERAL PROVISIONS

- ____ 11. To the extent reasonably possible, residents will be assigned spaces in accordance with the information stated on the contract form. No guarantee is made, however, that a resident's assignment preference or specific request will be honored. By signing this contract, the resident agrees to accept and pay for the space assigned by the College. **Room changes and transfers require the written permission of the Director of Residence Life or his/her designee.**
- ____ 12. If a resident(s) refuses to accept a roommate or, in the judgement of the College, attempts to force a roommate out of a shared space, the College may require such resident(s) to be responsible for the total cost of the shared space. Residence Life works with roommates in conflict through informal and formal mediation processes to assist residents in embracing differences and in learning life skills.
- ____ 13. The College reserves the right to consolidate vacancies by requiring residents to move and to change assignments if deemed necessary by the College.

- ____ 14. The resident must keep an available space ready for a roommate to move in. Assigned furniture needs to be available, and the room needs to be reasonably clean. Any special services required to prepare the room for a new roommate will be charged to the resident currently residing in the space.
- ____ 15. The College is not responsible for the damage or theft of personal property or the loss of monies from any of the College's residential facilities. Residents agree to assume responsibility for all property assigned to them within the room, apartment, or house and agree to be liable for its loss, damage, and general condition.
- ____ 16. The resident will be assessed and agrees to pay charges for damage, loss, or special services required due to misuse or abuse of his/her assigned space and/or college property contained therein. Where individual responsibility for such damage, loss, or special service cannot be determined, an equal portion of the charges will be assessed to all residents who share the assigned room or apartment. Each such resident must pay his/her respective portion of such charges.
- ____ 17. Individuals who intentionally or accidentally cause damage, theft, loss, or special services to be performed in common areas of a residential facility will be assessed the cost of the repair, replacement, restoration, or special service. Such assessment does not preclude imposition of additional disciplinary sanctions. **Where individual responsibility is not determined, costs will be assessed to residents who share the common space, floor, or building.**
- ____ 18. The College is not responsible for personal property left in the residence areas after the expiration or cancellation of the contract and will not be responsible for property left in common spaces of the building during the contract period. The property will be considered abandoned and discarded by the college. The resident will be responsible for any costs incurred by the College for the removal of abandoned property.
- ____ 19. All residents must be available to move to their summer housing assignment between May 8, 2009, and May 25, 2009.
- ____ 20. All residents must be available to move to their fall housing assignment between August 7, 2009, and August 31, 2009.
- ____ 21. All residents must sign for an apartment key for their residence. If the key is lost or stolen, the resident agrees to notify Residence Life immediately and pay for the replacement.

Housing Preference Information: Rank your 1st and 2nd choice

<p>Mortensen Hall: Rates quoted are per contract period per person. Resident Cost</p> <p>____ 1 Bedroom Apt./1 person \$1800.00</p> <p>____ 1 Bedroom Apt./2 person \$1110.00</p> <p>____ 2 Bedroom Apt./3 person (single) \$1260.00</p> <p>____ 2 Bedroom Apt./3 person (double) \$976.00</p> <p>____ 2 Bedroom Apt./4 person \$826.00</p> <p>____ 2 Bedroom Apt./2 person \$1486.00</p>	<p>Luther Hall: Rates quoted are per contract period Luther per person. Resident Cost</p> <p>____ Studio/1 person \$2100.00</p> <p>____ 2 Bedroom Apt./3 person (single) \$1530.00</p> <p>____ 2 Bedroom/3 Person (double) \$1260.00</p> <p>____ 2 Bedroom Apt./4 person \$1260.00</p> <p>____ 2 Bedroom Apt./2 person \$2100.00</p> <p>____ 4 Bedroom/4 Person \$1530.00</p>
<p>Oren Gateway: Rates quoted are per contract period per person. Resident Cost</p> <p>____ Studio/1 person \$2100.00</p> <p>____ 2 Bedroom/2 Person \$2100.00</p> <p>____ 3 Bedroom/3 Person \$1800.00</p> <p>____ 4 Bedroom/4 Person \$1530.00</p> <p>____ StepUP Single \$1400.00</p> <p>____ StepUP Double \$1260.00</p>	<p>Roommate(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Preferred summer apartment _____</p>

I agree that my signature on this contract constitutes an agreement to comply with the terms and conditions of the housing contract and the policies and procedures of the College.

Signature of Resident _____ Date _____

Signature of Parent (if under 18 years of age) _____ Date _____

Parent's Name (Printed) _____

A college of the Evangelical Lutheran Church in America, Augsburg College is an equal education/employment institution.

FOR OFFICE USE ONLY

Residence Hall _____
Apartment # _____

Contract Charge \$ _____
Housing Deposit \$ _____