

Valparaiso University Housing Contract

2022/2023 Academic Year

1. Residency Requirement

Valparaiso University (“University”) has a three-year residency requirement. All incoming undergraduate students are expected to reside in campus housing for six (6) semesters. All incoming new transfer students with previous, full-time on-campus residency at a previous University should contact Residential Life to determine how this contract applies to your specific situation.

2. Terms and Conditions

This Contract provides the student a space in campus housing for the entire Academic Year which shall mean the Fall and Spring semesters or any portion of the academic year remaining at the time this Contract is signed. This Contract is binding on the student for the Fall and Spring semesters of the designated academic year. Students who breach the residency requirement of this Contract without prior written approval will be responsible for the entire amount of the Contract. A breach of this Contract includes but is not limited to failure to reside within University Housing per the terms of the Contract and/or the University Residency Requirement. This obligation is binding whether or not the student affirmatively chooses a particular room assignment after the time of execution. Students will be assessed all fees for the Contract term if the Student enrolls but does not occupy the assigned space and does not have approval of this Contract cancelled in writing pursuant to Sections 9 and 10 of this Contract.

The opening and closing of all campus housing will follow the University academic calendar in accordance with a schedule published by the Registrar. The halls are closed at Thanksgiving and Spring breaks and the time between Fall and Spring academic terms. This Contract does not entitle students to the use of their room in the residence hall during the time when the Office of Residential Life has designated the residence halls closed for breaks or vacations. Students seeking housing during these closed periods may request special Break Housing. If approved for Break Housing, students may be requested to temporarily occupy a room other than regularly-assigned housing. In addition, an additional fee for staying in the residence halls at times when the halls are ordinarily closed may be assessed depending on the reason for the Break Housing request.

3. Occupancy

Students will pay room charges for the academic year specified above according to the University payment schedule. Students may not sublet or rent their room and may not permit another person to share their room assignment. Valparaiso University will make every effort to assign accommodations to student preference, but the University does not guarantee assignment to a particular residence hall, type of accommodation, specific roommate, or a single room. Students with appropriate documentation of a condition that requires special accommodations should contact the Access and Accommodations Resource Center. Students who change rooms without permission will be assessed a charge of \$100 and will be required to return to the assigned room. Valparaiso University reserves the right to change or cancel assignments in the interests of order, health, safety, or discipline with appropriate written notice.

Residential Life does not discriminate on the basis of race, color, gender, disability, sexual orientation, or national or ethnic origin, or other reasons as required by, and subject to, the law or university policy, in the assignment of rooms or in the assignment of persons as roommates and rejects all requests for change of assignment based upon such reasons.

4. Vacancies and Room Capacity

Rooms must be occupied only by the person(s) officially assigned to the room by Residential Life. Occupancy by a student or other person without authorization is not permitted and may result in disciplinary action. If vacancies exist in campus housing, students without roommates may be required to move in together (consolidate) as deemed necessary by Residential Life. In the event one of the occupants moves from the assigned space, the student(s) who remain(s) agree(s) to accept an assigned roommate or move to another space on request. Where there is a vacant space, the area must be maintained in a manner by the occupant(s) that will allow another student to move in immediately. If the area is not maintained in a manner to allow another student to move in immediately, the current resident of the room may be charged a \$100 fine.

5. Responsibility for Damage and Loss

By signing the Room Condition Report, a student accepts the condition of the room and contents at the time of occupancy and establishes the standard for the condition of the room and contents at the termination of occupancy. The student specifically agrees to be liable for damage or other loss incurred to the building, room, furniture, and equipment which is not the result of ordinary wear and tear. Damage within a student’s room is the responsibility of the students assigned to the space.

Residents are expected to take every precaution to assure that communal property is not abused. In halls or floors where the University has determined that there is theft or undue abuse of university property and the responsible individual(s) cannot be identified, all residents will be held responsible for paying a prorated share of the cost of repairing such damages.

6. Use of Facilities.

When the University determines the need, it will:

- a. Inspect all rooms, in the presence of the Student whenever practicable, for purposes of inventory, fire protection, sanitation, safety, maintenance, and rule enforcement, in accordance with the University's authorized search and entry policy.
- b. Control the use of rooms, with medical direction, in the event of an epidemic.

7. Rules and Regulations

Students will comply with and abide by all of the University's existing rules and regulations and such future reasonable rules and regulations as the University may, from time to time, adopt governing the use and occupancy of Residential halls. The University reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations in its sole discretion, giving due notice in accordance with policy. It is the responsibility of the student to become familiar with the University rules and regulations as stated in the *Student Handbook*. Ignorance of the rules and regulations does not exempt the student from the responsibility of abiding by them. While fulfilling their administrative responsibility to enforce University regulations, members of the Residence Life Staff may enter student rooms at any time as captured in the Authorized Search and Entry policy.

8. Residency Requirement Exemption

Students may be exempted from the University requirement of six semesters of on campus housing only for the following reasons.

- a. Graduation
- b. Authorized off-campus academic programs.
- c. Withdrawal from the University.
- d. A student who lives exclusively in the permanent or primary residence of a parent or legal guardian within 25 miles of the Valparaiso University campus.
- e. A student who is or will be 22-years of age by Sept. 1 of the applicable academic year.
- f. A student that is married.
- g. A student that is a parent of a minor child with whom they will live.
- h. A student that is a veteran of active duty with the United States Armed Forces.
- i. A student is living in recognized Fraternity housing and has a completed Fraternity House Agreement form.
- j. Circumstances that are determined by the University, in the University's sole discretion, to be an "Authorized Reason" that include but are not limited to extreme, unanticipated, and unpredictable change in family financial status, special needs that cannot be accommodated in University residence halls, or classification as an independent student under federal guidelines for student financial aid.

To receive an exemption the student must request an exemption under the University's Application for Housing Policy Exemption by the University Residential Life deadlines. An application must be approved before the student receives the exemption. This contract cannot be terminated solely for the purpose of living off-campus or to commute from home. Exemptions do not relieve fees or charges due under active contracts: see Section 9 for additional details. Contact Residential Life for information regarding the Housing Policy Exemption appeals process.

9. Student Cancellation of Housing Contract and Refunds

Students wishing to cancel their housing contracts must submit an application through the Application for Housing Policy Exemption on the Student's Housing Self-Service. Student shall remain liable for room charges until the date upon which written notice is received that cancellation approval is granted by the Director of Residential Life or their designee. Any refund under paragraph 8. c. or j. above will be based upon the University's Student Accounts Office refund schedule and subject to the date Residential Life is notified of the cancellation. Any refund for a Force Majeure Event will be given under the terms of Section 10. All other refunds based on the schedule below.

- a. Cancellation on or after the Official Opening Date of the Residence Halls – On and after this date student shall pay and/or be liable for full room charges for the full Academic Year if enrolled in the fall, or for the full room charges for the spring semester if the Contract began in the spring, and the student remains enrolled.
- b. Returning Student Cancellation of the Upcoming Fall Semester or Academic Year by Stated Deadlines:
 - (1) Before February 28 - If a returning student is exempt from on campus housing under section 8 of this contract this Contract, the Contract shall terminate with no penalty.

- (2) March 1 to April 30 - If a returning student is exempt from on campus housing under section 8 of this contract, a \$200 late cancellation fee shall be charged against student's account if student continues to be enrolled.
- (3) May 1 to The Day Prior to the Official Opening Date of the Residence Halls - If a returning student is exempt from on campus housing under section 8 of this contract, a \$400 late cancellation fee shall be charged against student's account if student continues to be enrolled.

10. Contract Cancellation by the University

The University reserves the right to terminate this Contract at any time for good cause or a Force Majeure Event. Examples of good cause include, but are not limited to: 1) the student's failure to pay required charges by announced deadlines; 2) a change in student's status, such as academic and disciplinary suspension; 3) student's failure to comply with state or federal laws, campus housing policies and regulations, and/or rules and regulations adopted by Valparaiso University; and 4) student's failure to occupy the assigned space before the established deadlines of each semester, or abandonment of the space by the student who is enrolled at the University. If the University terminates this Contract for good cause, student shall be liable for room charges for the entire Academic Year.

A Force Majeure Event shall include but not be limited to any one or more of the following acts which makes any performance contemplated by this Contract impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) or recommendation(s) of any public authority or bureau or University's action or inaction to align with recommendations of any of the previously mentioned public authority; civil tumult; epidemic or pandemic; act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around the location of contract performance which University reasonably believes jeopardizes the safety of University people or property; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires, explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; or other similar or dissimilar causes beyond the control of University which makes any performance(s) contemplated by this Contract impossible, infeasible, or unsafe. When safe and practicable, the University may relocate a student's housing contract to a different available on-campus housing space. If the University terminates this Contract for a Force Majeure Event and is unable to relocate the student, any credit will be issued based upon the week in the fall or spring semester students are required to leave the residence halls, as follows (excluding spring break):

50% refund week 1 through week 6
45% refund week 7
40% refund week 8
35% refund week 9
30% refund week 10
25% refund week 11
0% refund after week 11

The University may apply the credit to a student's account with the University to offset any outstanding balances or apply to any future balances a student may incur.

11. Insurance

Student shall be solely responsible for insuring any of their personal property located or stored within University owned or managed housing against the risks of damage, destruction, or loss resulting from theft, fire, weather, water damage, and all other hazards and casualties. Regardless of whether student secures such insurance, the student assumes responsibility for their own personal belongings.

12. Indemnity

The University shall assume no responsibility, and student or other party to this Contract shall, to the maximum extent permitted by law, release, indemnify, hold harmless and forever discharge The Lutheran University Association, Inc., d/b/a Valparaiso University and its agents and employees, for any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in student rooms, public areas, or elsewhere in or around the Residential halls.

13. Dispute Resolution

Any dispute arising pursuant to this Contract shall first be addressed to Residential Life. Any appeal to decisions therefrom shall be resolved through the Office of the Dean of Students. These procedures shall be followed prior to student instituting any other action.

14. Severability

The invalidity of one or more provisions in this Contract shall not affect the validity of any other provision hereof, and the Contract shall be construed and enforced as if such invalid provision(s) were not included.

15. Entire Contract

By signing this Contract, student agrees to follow all University rules, regulations, policies and procedures, including, but not limited to, the Residential Policies found in the *Student Handbook*. Any violation of this Contract may result in termination of this Contract and/or judicial action. No modification of this Contract will be enforceable unless reduced to writing and signed by both Student and the Director of Residential Life or their designee.

16. Acknowledgment

Student acknowledges that student has read and understood, and student hereby agrees to be bound by this Contract. Student agrees to pay the rates as established by Valparaiso University for the type of room to which the student is assigned which student selected. Student understands this Contract is binding for the Spring and Fall semesters of the listed academic year.

17. Applicable Law

The Contract is entered into in Porter County, Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana, exclusive of choice of law statutes.