

Residence Life and Meal Plan Contract Academic Year 2016-2017

I, _____, enter into this contract (the "Contract") with Augsburg College (the "College") for (check applicable boxes):

- Residential room space
- Meal plan (select one of the meal plans below):
 - 15-Plus (15 meals/week plus 100 points) *Required for first year students
 - 10-Plus (10 meals/week plus 150 points)
 - 5-Plus (5 meals/week plus 345 points)
 - 100 Block (meals roll over week to week plus 345 points)
 - 150 Block (meals roll over week to week plus 150 points)

I agree that to be eligible to live in College housing, I must be a registered Augsburg College student throughout the period of occupancy and be 17 years of age at the time of occupancy. I agree that if I am a resident in Urness Hall, Anderson Hall, or Mortensen Hall, I am required to purchase a meal plan. ***I further agree that if I am in my first year at Augsburg College, excluding transfer students, I am required to purchase the "15-Plus" meal plan as a residential student.*** I agree that if I am a resident of Oren Gateway and in my first two semesters of the StepUP program, not including summer semesters, I am required to purchase a meal plan. If I am required to purchase a meal plan, and I do not select a meal plan above, I agree that I will automatically be charged the "15-Plus" meal plan and will comply with the terms of the Contract. By signing the Contract, I agree that this Contract is binding and enforceable against me and ***will remain in effect for the entire academic year.*** I have read the Contract and understand the following terms and conditions apply:

1. **Residence Hall Space.** The College will provide me with a room, bed space, basic utilities, and internet connection in one of the College's residence halls. I am not guaranteed my preference of residence halls. The College has the right to assign me to any existing room in any residence hall at any time. I am only eligible to stay in a residence if I am registered for one or more courses each term. If I am not registered for classes at the College I am not guaranteed a room in a residence hall.
2. **Residence Hall Payment.** Upon signing this Contract, I agree to pay a \$200 housing deposit to reserve a room. The housing deposit may, in the College's discretion, be refunded upon my final departure from the College. I agree to pay for my room in accordance with the Enrollment Center's billing requirements. International Partners are not required to pay the housing deposit.
3. **Meal Plan.** The College will provide me with the meal plan selected above. I agree to pay for the meal plan for the entire academic year of 2016-2017 in accordance with the Enrollment Center's billing requirements. My failure to utilize the meal plan that I selected above does not relieve me of my obligation to pay for the meal plan. If I have dietary restrictions that I believe will prevent me from using the meal plan, I will notify the College of such belief. The College will then review my dietary restrictions and the food options available under the meal plan to evaluate if special arrangements are needed and reasonably available.
4. **Changes to Meal Plan.** If I wish to make any changes to my meal plan for the fall semester, I must request those changes by September 7, 2016. If I wish to make any Changes to my meal plan for the Spring Semester, I must request those changes by January 7, 2017. All requests to change a meal plan must be made to the Department of Residence Life and must be approved in writing by the College before such changes apply. If I do not cancel the meal plan as provided in Section 16 or make any requests to change my meal plan by the dates set forth in this Section 4, I am responsible for the entire meal plan, unless otherwise allowed under this Contract or approved in writing by the College.
5. **Transferring the Contract.** This Contract is not transferable from me to another student. I will not sublet or

- transfer possession of my room without the written consent of the College. I am the only person that may occupy my room or use the selected meal plan in accordance with this Contract.
6. **Contract Term.** This Contract will remain in force for the entire "academic year," as defined in the Residence Life Guidebook, unless terminated in accordance with this Contract. The Contract does not extend to any future academic years.
7. **Damage to the Room.** I agree to maintain the move-in condition of the room and common areas within the residential complex. I will not install equipment, make alterations or repairs or paint the room without the prior written approval of the College. I am responsible for and will pay for all damage that, in the judgment of the College, I cause to the room, common areas, and related furnishings. Payment of such damages will not preclude the College from imposing additional disciplinary sanctions against me. If the College is unable to determine who caused damage to a room or common area, the College may, in its sole discretion, require that I share the cost of the damages with other residents who may share the room or common area.
8. **Indemnity.** I agree to indemnify, reimburse, and hold the College harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury, and property damage arising out of any act or omission on my part, or on the part of my family, occupants, guests, invitees, or licensees.
9. **Compliance with Policies and Procedures.** I agree to comply with the College's Code of Conduct and the policies and procedures set forth in the Residence Life Guidebook, the Augsburg College Student Guide, Community Agreements, and other related guidelines established by the College. All documents are available online and within the Residence Life offices. The College, in its sole discretion, may implement any additional housing policies when necessary, and I agree to comply with those policies. The College may immediately terminate this Contract if I fail to comply with its terms or any of the College's policies and procedures, in which case I will remain liable for all room and meal charges for the full academic year.

10. **Termination or Suspension.** The College may terminate this contract in whole or in part, or suspend me from the residence halls if the College, in its sole discretion, believes that I, or any of my guests, pose a threat to the safety, health or welfare of myself, other persons, or property in the residence halls or elsewhere at the College. If this Contract is terminated or if I am suspended from the residence halls, I must vacate the residence hall immediately. I cannot return to the residence hall unless allowed in writing by the College.
11. **Roommates.** If I refuse to accept a roommate or, in the judgment of the College, attempt to force a roommate out of a shared space, I will be responsible for the total cost of the shared space. If no roommate is assigned to me, I must keep an available space ready for a roommate to move in. I must keep the room reasonably clean.
12. **Personal Property.** I am responsible for my personal property and agree that the College will not be liable for any loss or damage to my personal property. The College is not responsible for any property abandoned by me. I will be responsible for any costs incurred by the College to remove my abandoned property.
13. **Notices.** All notices regarding this Contract must be received by the College, either delivered by me in person, emailed to reslife@augsborg.edu through an Augsburg College email address, or sent by United States mail to: Augsburg College, Residence Life Office, Campus Box 81, 2211 Riverside Avenue, Minneapolis, MN 55454.
14. **Holidays and breaks.** I understand that Anderson Hall, Mortenson Hall, Luther Hall, and Oren Gateway residents may remain in the residences during holidays and breaks. I further agree that first-year designated spaces in all residence halls close for specific holidays and breaks as listed in the *Residence Life Guidebook*.
15. **Move Out Date.** My official move out date must be the same date that I complete all of the procedures required by the College to check out.
16. **Cancellation of the Contract.** I cannot cancel or terminate this contract unless 1) the College agrees to do so in writing; 2) Provision A (below) applies; or I provide timely notice per Provision B or C (below):
 - A. **Graduation or Study Abroad Provision**

The Contract will terminate upon my graduation. If I participate in a College-approved study abroad program, the Contract will be suspended for the duration of the program, and I will have no obligation to pay the room or meal plan costs. If the study abroad program occurs between first and second semesters only, the Contract will continue, and I will be responsible for all room and meal plan costs for the academic year.

B. Academic Semester Cancellation Timeline

Prior to May 1, 2016: If I provide the College with written notice of my desire to cancel this Contract for any reason on or before May 1, 2016, this Contract will terminate, and I will forfeit the full amount of my housing deposit.

After May 1, 2016 but before July 1, 2016: If I provide the College with written notice of my desire to cancel this Contract for any reason after May 1, 2016 but on or before July 1, 2016, the Contract will terminate, and I will forfeit the full amount of my housing deposit and, in addition, I will pay the College an amount equal to \$300 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After July 1, 2016 but before August 1, 2016: If I provide the College with written notice of my desire to cancel this Contract for any reason at any time after July 1, 2016 but before August 1, 2016, the Contract will terminate, and I will forfeit the full amount of my housing deposit and, in addition, I will pay the College an amount equal to \$300 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After August 1, 2016 but before September 1, 2016: If I provide the College with written notice of my desire to cancel this Contract for any reason at any time after August 1, 2016 but before September 1, 2016, the Contract will terminate, and I will forfeit the full amount of my housing deposit and, in addition, I will pay the College 25% of the fall term costs of the room as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After September 1, 2016: If I provide the College with written notice of my desire to cancel this Contract for any reason at any time after September 1, 2016, this contract will terminate, and I will be responsible for the entire room and meal plan costs of the Contract for the fall 2016 and spring 2017 academic terms and I forfeit the full amount of my housing deposit.

C. Spring Semester Cancellation Timeline

If I enter into this Contract for the 2017 spring term only, I may terminate as follows:

Before December 1, 2016: If I provide the College with written notice of my desire to terminate the Contract for any reason on or before December 1, 2016, the Contract will terminate, and I will forfeit the full amount of my housing deposit and, in addition, I will pay the College an amount equal to \$400 as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After December 1, 2016, but on or before January 1, 2017: If I provide the College with written notice of my desire to terminate this Contract for any reason after December 1, 2016, but on or before January 1, 2017, the Contract will terminate, and I will forfeit the full amount of my housing deposit and, in addition, I will pay the College 25% of the spring term costs of the room as liquidated damages, and not as a penalty, for such termination. I agree that the liquidated damages are reasonable.

After January 1, 2017: If I provide the College with written notice of my desire to terminate this Contract for any reason at any time after January 1, 2017, this contract will terminate, and I will be responsible for the entire room and meal plan costs of the Contract for the spring 2017 academic terms and I forfeit the full amount of my housing deposit.

Signing this Contract binds me to the terms of the Contract:

Signature of Student: _____ Date: _____ Augsburg ID #: _____

Print Preferred First Name: _____ Print Last Name: _____

Signature of Parent (if Student is 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:

Building/Hall: _____ Room Number: _____ Style: _____ Date Entered Agresso: _____ Staff Initials: _____

Date re. Change in Housing: _____ Date re. Change in Meal Plan: _____

Building/Hall: _____ Room Number: _____ Style: _____ Date Entered Agresso: _____ Staff Initials: _____