

# Residence Life Agreement for Fall and Spring 2020-2021 Academic Year Stipulating the Terms and Conditions for Student Placement in the University of Mary Residence Life Program

THIS AGREEMENT is by and between the University of Mary and a student at the university ("the student"). The university, having received an application from the student for placement into its on-campus Residence Life Program, hereby offers such placement to the student. The student accepts the university's offer and agrees to abide by all terms and conditions in this agreement.

The University of Mary's Residence Life Program is a part of the university's distinctive *Education for Life* philosophy of teaching and learning. Deeply rooted in the *Catholic Intellectual Tradition* and the *Benedictine Wisdom Tradition*, the university is committed to an education where the integration of faith and reason inform the search for knowledge and truth. In this approach, the goal is to provide students with opportunities to learn, grow, and develop as whole persons through curricular and co-curricular programs to become leaders concerned about the common good and those in need.

Within this philosophy, the university's residence halls are understood as learning communities based on the university's Benedictine values where each student resident is encouraged to grow as a whole person and as valued member of the community. In policies and in programming Christian virtues and moral principles are encouraged and supported in order to help residents discern an appropriate balance between personal freedom and responsibility to God and community. There is a deliberate effort in each residence hall to build a spirit of community marked by the "good zeal" that Saint Benedict tells us comes from an eagerness to be the first to show respect for the other.

This Residence Life Agreement creates a privilege for students placed into the Residence Life Program to use the University's on-campus residential housing, subject to the conditions of this agreement and University regulations. It is a license to participate in the program and is *not* a lease for housing between a landlord and a tenant.

1. **Term of this Agreement:** This agreement becomes effective at the time it is signed by the student and remains in effect until the agreement expires as indicated below.

**Residence Life Agreement for 2020 Fall Semester and 2021 Spring Semester-** Students who selected the 2020 Fall semester and 2021 Spring semester agreement are given priority for residence hall and roommate assignments. Under the 2020 Fall semester and 2021 Spring semester agreement a student may move in to his/her assigned student residence on the date and time established by the Student Development Office. The university will publish printed schedules and post information about officially scheduled check-in times and check-out times on my.umary.edu. The student agrees to access this information and strictly abide by it. Further, if for some reason, the student does not receive or is not able to access information about his/her official check-in or check-out time, he/she agrees to contact the Student Development Office (701-355-8217) to obtain it prior to making arrangements to move into his/her student residence. Under the 2020 Fall semester and 2021 Spring semester agreement, residents of Boyle and Deichert Hall as well as The Cloisters may remain in their student residence over the Christmas Break, **provided they register in advance with their residence director.** Under the 2020 Fall semester and 2021 Spring semester agreement, the end of the Spring Semester, the student must vacate his/her student residence no later than 24 hours *after* the student's last scheduled exam the week of April 19-April 22, 2021. In the case of the graduating student, the student must vacate his/her residence no later than noon on the day after commencement (April 25, 2021).

**Note: Boniface, Hillside, Greg Butler, North, Roers, Boniface West, Saint Scholastica and Saint Joseph's residence halls will close over the Christmas Break beginning at noon on December 24, 2020 and will reopen again on January 4, 2021.** Under the terms of this agreement, the university is *not* obligated to provide accommodations to the student assigned to any of the aforementioned residence halls during the Christmas Break. However, the university does agree to permit the student to leave personal belongings in his/her assigned residence during the break, provided the student is current with his/her account and is enrolled for spring semester classes. The student assigned to any of aforementioned residence halls, hereby agrees to vacate his/her student residence no later than noon on December 24, 2020 and further agrees to return no earlier than the scheduled return time on January 4, 2021. Residents of any of the closed residence halls who have a legitimate need for accommodations over the Christmas Break may apply for the university's Christmas Break Interim Housing Program. The deadline to apply is one week before the last day of semester exams (December 14, 2020). After the deadline has passed, a late application fee of \$50 will apply. The university reserves the right to consider all such requests on a case by case basis. Students accepted in the Christmas Break Interim Housing Program must agree to pay a daily rate of \$40 for each day accommodations are provided. Payment is due in advance. *Accommodations provided may not be in the student's assigned residence.* The student who otherwise stays in his/her student residence without applying or without being accepted in the Christmas Break Interim Housing Program will be charged a penalty of \$250 in addition to the \$40 daily fee.

Having carefully considered the 2020 Fall semester and 2021 Spring semester agreement, I hereby request a license for placement in the University of Mary Residence Life Program with the term of my Residence Life Agreement.

## 2. Early Cancellation of this Agreement

- 2.1 Early Cancellation by the Student Prior to the Student's Officially Scheduled Check-in Time** - The student may cancel his/her agreement with the university any time prior to his/her officially scheduled check-in date (provided the student remains in compliance with the university's policy requiring students to live on-campus for a minimum of 5 consecutive semesters as indicated in the Student Handbook) by providing written notice to the Student Development Office. The student agrees to the following penalties depending on the date the written notice is received: a) There shall be no penalty if the student's written notice of cancellation is received by the Student Development Office on or before June 1, 2020; b) The student will forfeit his/her residence life (housing) deposit if the written notice of cancellation is received by the Student Development Office after June 1, 2020 but on or before the student's officially scheduled check-in date.
- 2.2 Early Cancellation by the Student after the Student's Officially Scheduled Check-in Date** - Once the student's officially scheduled check-in date has passed, the student agrees to pay an early cancellation fee in the amount of \$500 if more than one full semester remains on the term of the student's agreement or in the amount of \$250 if one semester or less remains on the term of the student's agreement. The student who wishes to cancel his/her agreement should contact the Student Development Office to obtain the appropriate form to request cancellation of his/her residence life agreement. Completed request forms must be submitted at least 3 weeks prior to the desired effective date of cancellation and payment of the cancellation fee is required at the time of submission. The student, who submits a request for cancellation of this agreement, agrees that he/she remains responsible for all fees stipulated in this agreement until such time as the university agrees to release him/her from the agreement. The determination of the vice president for student development with regard to all requests is final. The student is advised not to enter into any lease or rental agreement for off-campus housing until after he/she has been notified by the vice president for student development that his/her request has been approved.
- 2.3 Requests to Waive the Early Cancellation Fee** - The university reserves the right to consider requests to waive the early cancellation fee on a case by case basis. Approval of such requests is normally limited to the following conditions and then only if the student provides adequate documentation to verify the circumstances.
- 2.3.1** The student's enrollment is discontinued by graduation, withdrawal, suspension or expulsion.
  - 2.3.2** The student is required to relocate or withdraw because of military orders.
  - 2.3.3** The student becomes legally married during the term of this agreement.
  - 2.3.4** The student becomes the legal custodial parent or court-appointed legal guardian of a minor child during the term of this agreement.
  - 2.3.5** The student is required by his/her academic program to complete a student teaching assignment, internship, or clinical placement more than 50 miles outside of the Bismarck-Mandan area.
- 2.4 Early Cancellation of This Agreement by the University** - The university reserves the right to cancel this agreement under the following terms and conditions:
- 2.4.1** When the university terminates the agreement with the student for any reason, the student is responsible for all fees and charges through the last date of occupancy.
  - 2.4.2** To meet the demand for on-campus accommodations for those students required to live on campus, the university reserves the right to terminate this agreement if the student is not required by policy to live on campus. Should this occur the university will notify the student of cancellation on or before June 1, 2020, to provide the student ample time to make arrangements for off-campus accommodations.
  - 2.4.3** If the student fails to maintain his/her eligibility for placement in the Residence Life Program or within a certain facility.
  - 2.4.4** If the student is determined by university officials to be a danger to self or others or if the student has been disruptive of the goals of the Residence Life Program or the legitimate activities of other residents.

## 3. The Student's Financial Responsibility to the University:

The student guarantees payment to the university, of any amount due for services rendered by the university including all administrative and penalty charges incurred by the student. The university reserves the right to make some fees and penalties due at the time services are requested or provided. All other charges will be billed to the student's account with the university. The university does not send a bill to the student. Instead, the university provides the student with the means to electronically access and monitor his/her account by using the student's user name and password to log onto my.umary.edu. The university's Office of Student Accounts provides complete information about the university's policies regarding student accounts. The student who does not meet his/her financial responsibility to the university by the required deadlines is subject to penalties which may include late fees and other administrative charges, cancellation of enrollment, suspension from the residence life program, withdrawal of university services (including meal service), loss of eligibility to register for classes, and/or a hold on the release of transcripts and other student records until payment is received.

- 3.1 Student Residence or Housing Fee** - The amount of this fee is determined by the university from the university's official fee schedule based upon the residence hall in which the student's on-campus student residence is located, the official occupancy of the student's sleeping room (single, double, etc.) as determined by the university and the number of students assigned to share the sleeping room. The university bills the student's account for the student residence or housing fee.

- 4. Release of Liability:** The student hereby releases the university from all liability for:
- 4.1** All costs due to loss, theft, or damage to student's personal property. The student agrees to be responsible to make sure he/she is adequately insured for such losses. The student may find that he/she has personal property insurance coverage under the homeowner's insurance policy of a parent or legal guardian.
  - 4.2** All costs for medical or mental health services for illness, injury, emergency services, hospitalization, or treatment. The student agrees to be responsible to make sure he/she is adequately insured for such expenses. The student may find that he/she has medical, mental health, or hospitalization coverage under a policy of a parent or legal guardian.
- 5. Notice of Non-Discrimination:** The University of Mary does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, marital status or public assistance, in accordance with applicable laws. The university will not tolerate any discrimination, and any such conduct is prohibited. The university also prohibits any form of discipline or retaliation for reporting incidents of discrimination. The following persons have been designated to handle inquiries regarding the non-discrimination policy:

Director of Human Resources  
Benedictine Center  
Room 210 7500 University Drive  
Bismarck, ND 58504 (701) 355-8245

Assistant Vice President for Academic Affairs  
Benedictine Center  
Room 1206 7500 University Drive  
Bismarck, ND 58504 (701) 355-8021

Director of Student Life  
Benedictine Center  
Room 1503 7500 University Drive  
Bismarck, ND 58504 (701) 355-8126

- 6. Accommodations for Students with a Disability, Injury, Illness or Other Condition:** Consistent with all federal and local laws, the university is committed to provide equal access to its residence life program and facilities and will give full consideration to all student requests for reasonable accommodations (temporary or long-term) needed as a result of a disability, injury, illness, or other disabling condition. It is the responsibility of the student needing an accommodation to make application for such accommodations through the University of Mary Student Accessibility Services Office, (701) 355-8264 or on my.umary.edu. All requests for accommodations must be accompanied by relevant and current documentation verifying the student's diagnosis and his/her need for the specific accommodation(s) requested. The university requires a minimum of 60 days from the time the application is received to the time the accommodations are needed for processing the request and to implement the requested services or accommodations. Additional time may be required for requests requiring special equipment or extensive alterations.
- 7. Abide by University of Mary Policies:** The student accepts the university's offer of placement into its residence life program and hereby agrees to abide by all terms and conditions contained herein. Student represents to the University that he or she has read and is familiar with the University of Mary Student Handbook and the requirements pertaining to his or her use or conduct in the assigned residence hall room and the common areas of the residence hall. Further, the student and University of Mary agree that the applicable University of Mary Student Handbook, as they may be changed or amended in the future, are incorporated into this agreement for all purposes. The student agrees to comply with the University of Mary policies, regulations, terms, as contained in the University of Mary Student Handbook. Any breach or violation of University policies, procedures, or regulations or of this agreement may result in the student's removal from campus housing, referral for disciplinary outcome, and/or assessment of monetary charges.
- 8. Execution of this Agreement:** By affixing his/her signature to this agreement, the student accepts the university's offer of placement into its residence life program and hereby agrees to abide by all terms and conditions contained herein. If the student has not yet reached his/her 18<sup>th</sup> birthday at the time of signing, the student must also obtain the signature of a parent or legal guardian.

➤ **Signature of the Student**

I, the student (please print) \_\_\_\_\_, age \_\_\_\_\_ acknowledge that my signature below indicates that I have carefully reviewed the terms and conditions of this agreement and I agree to abide by them.

\_\_\_\_\_  
Signature of the Student

\_\_\_\_\_  
Date

➤ **Signature of a Parent or Legal Guardian (required if the student has not yet reached the age of 18)**

I (please print your legal name) \_\_\_\_\_, the parent or legal guardian of the above named student acknowledge by my signature below that I have carefully reviewed the terms and conditions of this agreement and I agree to the same.

\_\_\_\_\_  
Signature of the Parent/Guardian

\_\_\_\_\_  
Date

➤ **Authorized signature for the university:**

\_\_\_\_\_  
Signature of the Director of Residence Life or Director of Student Life

\_\_\_\_\_  
Date

**Return to: University of Mary  
Student Development  
7500 University Drive  
Bismarck ND 58504**