



# STUDENT HOUSING CONTRACT

THIS AGREEMENT is a contract made between Brescia University hereafter referred to as "University" and the individual named below, hereafter referred to as "Student." This contract does not constitute a commitment of admission to the University and may be terminated under the conditions specified herein. Student, parents, and or guardians, are urged to read carefully the terms and conditions of this contract.

*(Please print or type)*

Student name: _____		Student gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Home mailing address:	Home telephone number: (____) _____		
_____	Cell phone: (____) _____		
_____	E-Mail Address: _____ @ _____		
_____			

Parent/guardian name: _____	
Parent/guardian mailing address:	Parent/guardian e-mail address: _____ @ _____
_____	Day telephone number: (____) _____
_____	Evening telephone number: (____) _____
_____	

1. Period of Contract: The period of agreement is for one full academic year beginning with the established move-in date through 24 hours after students' last exam or the last day of the academic term, whichever occurs first. Graduating students may remain in University accommodations until 10:00 AM on the day following commencement exercises.
2. Occupancy: The University grants Student permission to occupy and use University housing accommodations upon the Terms and Conditions set forth on the reverse side of this agreement and in accordance with regulations, policies, and guidelines set forth in the Student Handbook, the University Catalog, and other publications of the Office of Residence Life, all of which are incorporated herein by reference.
3. Fees and Costs: For the accommodations assigned, student agrees to pay the University the amounts listed as follows:
  - (a) A housing/damage deposit in the amount of \$100 upon the execution of this agreement.
  - (b) A first semester room & board fee payable on the University's established due date.
  - (c) A second semester room & board fee payable on the University's established due date.
4. Terms and Conditions: The undersigned acknowledges and agrees to the Terms and Conditions set forth on the reverse side of this document.

This document is in effect once signed by all relevant parties and has been reviewed and approved by the authorized University representative.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Required if the student is below 18 years of age)

After executing this contract, please return it to:  
Office of Residence Life, 717 Frederica Street, Owensboro, KY 42301

*For University use only:*

Reviewed and approved by authorized University Official: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS – UNIVERSITY HOUSING POLICIES

1. **Assignment:** This is a legally binding contract for the designated Period of Contract and cannot be transferred or assigned by the student. The Student Housing Contract is effective as of the date and year listed next to the student signature.
  2. **University Housing Policy:** Only students of the University are eligible and permitted to live in Brescia University student housing. The Student Housing Contract is not in effect and is not guaranteed unless it is reviewed and approved by the official University representative. Housing will be held only until 5 p.m. on the University's established date, unless arrangements have been made with the Office of Residence Life. Students who fail to make payment by the University's established date or make arrangements, will forfeit their space and housing deposit in on-campus housing. All students, who fail to receive a space in on-campus housing, will be placed on a waiting list. As spaces become available, Student Housing Contracts on the waiting list will be removed and authorized by the University representative as having a space in on-campus housing. Students may not be permitted to enter into a full year Student Housing Contract while also planning on graduating at the end of the Fall semester, unless space is available for such accommodations.
  3. **Refunds:** Housing Deposits are refundable if the University is unable to honor the request for on-campus housing. A portion of the Housing Deposit is forfeited if the student does not attend Brescia, consistent with the University policy on refunds of tuition deposits (see the Student Handbook): that is, if the student does not enroll and notifies the University by the predetermined deadline (by June 15 for the Fall semester and December 1 for the Spring semester), the University will refund 50% of the Housing Deposit.
  4. **Room Assignments:** Assignments are completed based upon deposit date. Students may request room assignments with specific individuals when applying for housing. Students will be requested to complete a roommate (s) preference survey indicating their requests for specific individuals or interest in such qualities as similar academic majors, etc. The University will attempt to accommodate mutually requested room assignment requests, but cannot guarantee such assignments. Students may not change assigned rooms without the express permission of the Office of Residence Life. The University reserves the right to reassign rooms based on the needs of the University.
  5. **Cooking/Food Preparation:** Coffee makers, juicers and similar appliances are permitted. Prohibited appliances are listed in paragraph 13 "Prohibitions."
  6. **Personal Property:** The University does not assume any legal obligation to pay for the loss of or damage to items of personal property of students which occurs in its buildings or on its grounds. Students or their parents/guardians are encouraged to carry appropriate insurance to cover such losses and damages.
  7. **Inspections:** Inspections for health and safety conditions and property inventory will be conducted by University staff without advance notice. Unhealthy and/or unsafe conditions for which the student is responsible are to be corrected by the student within the time period specified by the inspector(s) in order for the student to avoid disciplinary action.
  8. **Room Search:** The University will respect the student's right to be free from unreasonable searches and intrusions into the student's living area. The University, however, reserves the right to enter any area to inspect the premises for purposes of management, health, safety and compliance with applicable rules and regulations.
  9. **Maintenance of Premises:** Student agrees to give reasonable care to the room and its furnishings and to make payment for any damage or loss promptly upon demand by the University. The student agrees to be jointly responsible with other residents for the protection of University owned housing, its furnishings and equipment.
  10. **Firearms, Explosives, Fireworks And Flammables:** The possession or use of firearms, slingshots, bow and arrows, explosives, fireworks, candles, incense, flammable fluids, dangerous chemical mixtures, propelled missiles, smoke bombs, sparklers, swords, knives and martial arts weapons are strictly prohibited and will result in disciplinary action which may include suspension or expulsion from University-owned housing and/or the University.
  11. **Eviction:** Students evicted from University-owned housing during a semester forfeit to the University any housing contract fee for that semester. Should an evicted student be re-admitted to University-owned housing in future semesters, forfeited housing contract fees will not be applied to the student's new contract. The University reserves the right, at its discretion, to determine that past behavior and/or criminal activity is such that the interests of the University, the student and/or other students would be best served by alteration or cancellation of the Student Housing Contract. If the University becomes aware that a student has a record of criminal conviction (s) or other actions indicating behavior that could pose a risk to person or property and/or could be injurious or disruptive to the residence hall community, the University may not accept or may cancel the Student Housing Contract.
  12. **Waste Disposal:** All waste paper and other trash must be deposited in waste baskets, trash receptacles or in dumpsters. Littering or improper disposition of trash is not permitted. Students found littering in and around the housing area will be subject to disciplinary action.
  13. **Prohibitions:** Examples of items prohibited in University Housing include but are not limited to the following:
    - Firearms, explosives, fireworks and flammables as described above;
    - Pets of any kind; Alcoholic beverages and empty alcoholic beverage containers; Illegal drugs and controlled substances, and paraphernalia; Open flames; candles; sunlamps; incense; appliances with exposed elements such as hot plates and burners; popcorn poppers; and cooking appliances as described in paragraph 5. Space heaters; Stolen merchandise such as street signs, milk cases, etc; Motorcycles, motor bikes and any type of gas powered engines; Water-filled furniture; Exterior antennas; Outdoor clotheslines; Halogen Lamps; Metal tipped dartboard sets; Items on any windows other than those provided by the University; Any attachments to interior or exterior walls by means other than provided for that specific purpose; University furniture outdoors; and Extension cords without a UL approved circuit breaker

Other prohibitions include but are not limited to:

    - Painting any interior or exterior to the housing facility
    - Removal of any window screens, curtain rods or other items affixed to any part of the housing facility
    - Air conditioners
    - Duplication of University keys
  14. **UNSATISFIED FINANCIAL OBLIGATIONS:**

UNSATISFIED FINANCIAL OBLIGATIONS WILL RESULT IN THE UNIVERSITY WITHOLDING ALL SERVICES INCLUDING INSTRUCTION, HOUSING, SCHEDULING, REGISTRATION, GRADES, TRANSCRIPTS, AND DIPLOMAS UNTIL YOUR ACCOUNT HAS BEEN SETTLED. IF YOU FAIL TO MAKE PAYMENTS NECESSARY TO SATISFY ANY OUTSTANDING BALANCE, YOUR ACCOUNT WILL BE TURNED OVER TO COLLECTIONS. YOU WILL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEY FEES.
- STUDENTS AGREE TO ABIDE BY ALL POLICIES AND PROCEDURES OF THE UNIVERSITY BOTH ON AND OFF CAMPUS. PLEASE REFER TO THE STUDENT HANDBOOK. STUDENTS MAY NOT SUBLET THEIR ROOMS OR REASSIGN THIS CONTRACT.