

Residence Hall

Housing Agreement

2018-19
Academic Year

Clarkson College Mission Statement

Preparing students to professionally provide high quality, ethical and compassionate health care services.

Notice of Non-Discrimination

Clarkson College is committed to equal opportunity and does not discriminate on the basis of race, color, religion, national or ethnic origin, gender, age, marital status, sexual orientation, creed or disability in the administration of its educational policies, financial aid or other school administered programs. All financial aid programs are subject to change as required or as the donor or Clarkson College deems appropriate. The statements contained herein are not to be regarded as an offer or contract.

Clarkson College
101 South 42 St. Omaha, NE 68131-2739 PH 402 552 3100 TF 800 647 5500 ClarksonCollege.edu

Contact Information

Clarkson College Residence Hall

housing@clarksoncollege.edu

PH 402 991 4825 TF 800 647 5500

OFFICE LOCATION 104 S. 42 Street #1 Omaha, NE 68131

Welcome

There is no substitute for life on campus. Residence life positively influences academic and personal growth by offering a variety of programs, both social and educational. Residents are an active part of the on-campus community. Through your involvement, you will build relationships with neighbors and classmates to develop life-long skills. We're excited for you to experience the convenience, care and social growth the Residence Hall has to offer.

Lease Agreement Instructions

Carefully read the entire Residence Hall Housing Agreement and initial each page. By signing the Housing Agreement, you are acknowledging that you have read and understand the entire Residence Hall Housing Agreement, that you agree to the provisions contained within and you accept the accommodations to which you may be assigned.

FIRST TIME RESIDENT (NEW TO THE CLARKSON COLLEGE RESIDENCE HALL)

First time residents must complete and submit the Residence Hall Housing Agreement before room assignments will be considered.

RETURNING RESIDENTS (CONTRACT RENEWAL FOR THE CLARKSON COLLEGE RESIDENCE HALL)

Returning residents are required to complete and submit an updated Residence Hall Housing Agreement.

COMPLETED AGREEMENTS

Submit completed Residence Hall Housing Agreements to the Clarkson College Residence Hall at 104 South 41 Street #1, Omaha, Neb. 68131

Occupant Agreement

PERSONAL INFORMATION

Name _____ Sex Female Male

Date of birth _____ SSN _____

Program _____

Current address _____
STREET CITY STATE ZIP

Home phone _____ Cell Phone _____

E-mail address _____

STUDENT STATUS MARK ALL THAT APPLY TO YOU

I am a New student Transfer student Current student

Class standing Freshman Sophomore Junior Senior Graduate
 Other

MOVE-IN INFORMATION

I anticipate moving in before the Spring Summer Fall _____ semester
MARK THE APPROPRIATE SEMESTER YEAR

REFERRAL LET US KNOW HOW YOU FOUND OUT ABOUT OUR RESIDENCE HALL

College representative Website Family/friend Other _____

ROOMMATE INFORMATION

Name _____ Phone _____
LAST FIRST MIDDLE INITIAL

Name _____ Phone _____
LAST FIRST MIDDLE INITIAL

Name _____ Phone _____
LAST FIRST MIDDLE INITIAL

Resident initials _____

Agreement Terms & Conditions

This agreement is between _____ (resident) and Clarkson College. Said resident will lease one quarter of a Clarkson College Residence Hall apartment, which is located in Omaha, Douglas County, Nebraska under the following terms and conditions:

All issues relating to the Residence Hall should be brought to the attention of the Student Center Director who is employed to represent Clarkson College in Residence Hall issues.

LEASE TERM

This lease shall be for the semester(s) indicated below unless sooner terminated as herein provided. See Rent Schedule Addendum on page 10.

Package A Package B Package C Package D

RENT

Rent—or a suitable rental payment plan as agreed to by Clarkson College—is payable to Clarkson College Student Financial Services prior to moving into the apartment. All rent shall be paid in legal tender of the United States, without setoff, abatement or reduction. The resident shall pay Student Financial Services a late charge of \$25 if payment is not received by the due date set by Clarkson College. Failure to make timely payments—unless subject to a documented deferral—will result in the termination of this contract, and the resident will be required to vacate the apartment. If in default of payment, the resident is liable for all legal and collection cost resulting from the Student Financial Services department's attempts to collect payment.

HOUSING CONTRACT

Upon signing the Housing contract, it officially becomes a legal document, regardless of current occupancy status. Therefore, if the resident terminate the contract under any circumstance, s/he will be charged a \$500 early cancellation fee. The only exceptions are listed below:

1. The resident loses student status at Clarkson College (e.g. a required academic or disciplinary dismissal).
2. The resident's academic program requires attendance at a clinical site outside the Omaha area.

TERMINATION DUE TO WITHDRAWAL FROM CLARKSON COLLEGE

Unless otherwise prohibited by applicable state law and if the resident and Housing office mutually agree, the resident may terminate this agreement before the expiration of the original term due to withdrawal from Clarkson College. The resident will be charged a \$500 early cancellation fee.

TERMINATION AFTER APARTMENT OCCUPANCY

1. This contract is effective for the duration of package A, B, C or D—depending upon the resident's choice of housing package. To request early cancellation of the contract, the resident must submit a formal written request that lists the reasons for cancellation and schedule a meeting with the Student Housing Director 30 days prior to the desired vacate date. Submitting a request for cancellation does not guarantee that the contract termination will be granted. If the request is granted, the resident will be charged a \$500 early cancellation fee. Failure to comply with these conditions and/or denial of the petition will result in the resident being liable for the entire contract payment.
2. If the resident decides to not return to Clarkson College for the next semester but does not vacate the Residence Hall, s/he will be assessed a weekly rate until the apartment is vacated.

Resident initials _____

3. Clarkson College may terminate this contract, enter and retake the premises upon the resident's failure to make required payments or for violating any rules and regulations of the College. Appropriate notice and appeal procedures are provided upon contract termination in these circumstances, and full details can be found in Clarkson College Student Handbook.
4. If the resident loses student status at Clarkson College (e.g. required academic or disciplinary withdrawal), his/her housing contract is immediately terminated, and s/he will be expected to vacate the premises within one week of this student status or a failed appeal. The resident will be charged the daily housing rate for each day s/he remains in the apartment until s/he vacates and completes the Residence Hall withdrawal procedure. If the resident is reinstated to the College through the appeal process after a required Residence Hall withdrawal, s/he will fulfill the balance of this contract as though the removal had not occurred.

WHAT'S INCLUDED IN YOUR RENT

Each apartment unit and room rate include the following:

- | | | | |
|--------------------|----------------------------|-----------------------|-----------------------|
| - Range | - Bed | - Couch | - Local phone service |
| - Refrigerator | - Two, two drawer dressers | - Chair | - Basic cable |
| - Dishwasher | - Computer desk | - End table | - Electric |
| - Microwave | - Computer chair | - Entertainment stand | - Gas |
| - Garbage Disposal | - A convenient location | - Coffee table | - Water |
| - Bar stools | | | - Internet access |

All other utilities and furnishing shall be the sole responsibility of the resident.

OCCUPANCY & USE OF PREMISES

The contracted premises shall be used only for residential purposes and shall be occupied only by persons authorized by Clarkson College. The resident shall not permit said premises to be used for any purpose that may injure or damage the reputation of Clarkson College or the Residence Hall. The resident will not use or keep in said premises anything that would in any way affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates. The resident shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet peaceful enjoyment of the other residents.

The resident shall abide by and strictly conform to Clarkson College Student Handbook and all Clarkson College Housing Policies as posted at different times. Such rules shall be posted by Clarkson College in a conspicuous place on said property and may be changed from time to time if such change is necessary in the opinion of Clarkson College for the mutual benefit of all residents. The failure of Clarkson College to insist upon a strict performance of any such rules shall not be construed as a waiver of any of the Clarkson College legal or equitable rights or remedies nor be deemed a waiver of any subsequent breach or default by the resident.

PREMISES MAINTENANCE

1. **Original Condition:** The premises and fixtures contained therein shall be deemed to be clean, acceptable, in good repair and operative, unless otherwise reported in writing to Clarkson College immediately.
2. **Cleanliness:** The resident shall keep said premises and fixtures contained therein in a clean and habitable condition. Upon vacating, the resident shall leave said premises and fixtures in the same condition existing at commencement of this agreement or pay the Student Financial Services for the cost of restoring said premises and fixtures to their original condition, up to \$500. Ordinary wear and tear resulting from careful usage excepted.

3. **Repairs:** Clarkson College, through its agent, shall make all necessary repairs to the roof, ceiling, walls, floors, exterior windows and exterior doors of the building containing the premises. Clarkson College shall be responsible for the maintenance and the repair of building equipment, such as plumbing, heating, air conditioning and similar equipment, so as to assure their proper operation during the term of the contract. Clarkson College will make necessary repairs to apartment with reasonable promptness after receipt of written notice from the resident. Otherwise, the resident shall be responsible for keeping and maintaining said premise in as good repair as the same are in at the commencement of this agreement, ordinary wear resulting from careful usage excepted. The resident shall pay the cost of service to any fixture or of repairing any damage resulting from the resident's misuse or of any fixture or portion of the premises upon demand by Clarkson College, up to \$500.
4. **Alterations:** No alterations or changes in or to said premises or the fixtures may be made for any improper or unauthorized purpose.
5. **Waste:** The resident shall not waste utilities furnished by Clarkson College nor use utilities or fixtures for any improper or unauthorized purpose.

LIABILITY DISCLAIMER

Clarkson College shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about said building or premises; nor for any damage caused by fire not caused by the negligence of Clarkson College; nor for any damage occasioned by wear; snow or ice being upon or coming through the roof, walls or otherwise; or for any damage arising from acts or neglect of the resident, other property occupants or their guests or other parties. All personal property of the resident kept on or within the property shall be kept there at the risk of the resident only. The College shall not be liable for any damage caused thereto or for theft or other loss thereof.

LIABILITY OF RESIDENT FOR CASUALTY DAMAGE TO PREMISES

The resident shall be responsible for and liable to Clarkson College for any damages incurred to the property or any part thereof, including any fixtures or appliances, as a result of a fire or other casualty caused by the negligence or willful acts of the resident.

CLARKSON COLLEGE RIGHTS TO ENTRY

Clarkson College may—at reasonable and proper times—enter and inspect the premises or show same to persons wishing to rent or purchase the same; and may enter said premises at any reasonable time to make necessary repairs and to provide regularly scheduled periodic services.

SUBLEASE OR ASSIGNMENT

The resident shall not assign or sublet the contracted premises or any part thereof.

DESTRUCTION OF PREMISES BY CASUALTY

In the event the apartment is rendered uninhabitable by reason of fire, explosion, tornado or other casualty, Clarkson College—at its option—may either repair the premises to make the same habitable within 90 days thereafter, or may—at its option—terminate this contract. In the event of such termination, Clarkson College shall give the resident 30 days notice in writing, whereupon this agreement shall be terminated in accordance with such notice. If the premises are damaged but not rendered uninhabitable, the rental due hereunder shall not cease or be abated during the period of repair of such damage, but Clarkson College shall proceed with such repairs as expeditiously as possible under existing circumstances. Clarkson College shall not be liable for any injury or damage to persons or property caused by such casualty.

DEFAULTS

In the event the resident shall vacate or abandon the premises at a time when rent is due and unpaid or in the event of nonpayment of rent or in the event of any breach of the provision, conditions or covenants of this contract by the resident as set forth herein: resident's right of possession of the premises shall terminate forthwith—with or without notice or demand—and the retention of the premises thereafter by the resident shall constitute an unlawful detained trespass and/or holding over of the leased premises. In such event, at the election of Clarkson College, this agreement shall terminate and the resident shall become a tenant at sufferance thereby permitting Clarkson College at its option to declare the entire rent for the balance of the remaining term of this agreement—or any part thereof—due and payable and to proceed to collect the same by distress or by the exercise of other available legal remedies or in addition, exercise any or all remedies provided for this agreement. The resident shall be obligated and liable to Clarkson College for all court costs and reasonable attorney's fees incurred by Clarkson College in the successful enforcement of this agreement and the provisions thereof. All rights of Clarkson College shall be cumulative and no right shall operate as a waiver or an exclusion of any other right afforded by Clarkson College hereunder or by applicable state or local law.

QUIET ENJOYMENT

Clarkson College agrees that as long as the resident pays rent, performs all the covenants contained herein and complies with all rules and regulations affecting the use and occupancy of the leased premises, s/he shall have peaceful possession and quiet enjoyment of same, subject to the terms hereof.

GENERAL COVENANTS

1. All promises, covenants and agreements set forth in this agreement shall be binding upon, apply and inure to benefit of the heirs, executors, successors, assigns or administrators, respectively of Clarkson College and the resident. In the event of the sale or transfer of the contracted premises, the current owner of the contracted premises shall be released from the obligations of this contract and the remedies of the resident shall be solely against the person, firm or corporation succeeding to the rights of the current owner of the contracted premises.
2. The sidewalks, entryways, passages, hallways, doors, elevators and stairways shall not be obstructed by the resident, nor or used by him/her for any other purpose than ingress and egress to and from his/her respective apartment.
3. The resident shall not, without the written consent of Clarkson College, in any way change or add any additional lock(s) to the lock(s) existing when the resident takes possession of the contracted premises.

NOTICES

Any notices or demand to be given hereunder shall be given to Clarkson College at the address shown herein for payment of rent and to the resident c/o his/her apartment number.

ENTIRE AGREEMENT

This contract and the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify the contract shall be invalid unless the same is in writing and executed by both parties hereto.

SEVERABILITY OF PROVISIONS

In the event any court or administrative body having competent jurisdiction declares any provision or portion of any provision of this contract unenforceable or invalid, the remaining provisions of this contract shall be

deemed enforceable and shall remain in full force and effect.

ACKNOWLEDGEMENTS & RELEASE

Resident hereby states that s/he will inspect the premises upon move-in and will determine to her/his satisfaction that the smoke detectors (if applicable), card access controls, locks, latches, window locks and any of the security devices within the apartment are adequate and in proper working order. Any comments or remarks made by the resident with respect to the security devices will be contained on the Room Inventory form signed by the resident upon move-in. The resident understands and acknowledges that the Room Inventory form is not a written request to Clarkson College to repair any device. If such repair is needed, the resident agrees to promptly inform Clarkson College in writing. The resident acknowledges that Clarkson College is under no obligation or duty to inspect, test or repair any security device unless and until Clarkson College has received written notice from the resident to do so.

The resident acknowledges that Clarkson College is not an insurer. The resident further acknowledges that neither Clarkson College nor their agents or representatives guarantee, warrant or assure personal security of the resident. The resident further acknowledges and understands that her/his personal safety and security is primarily her/his responsibility. In particular, the resident recognizes that s/he is in the best position to determine and foresee risks of loss and to protect her/himself and her/his property against such losses. The resident further acknowledges that it shall be her/his responsibility to obtain any insurance coverage deemed necessary to protect against losses and to take any other reasonable steps to protect her/his personal property and insure her/his personal safety. The resident recognizes that Clarkson College efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all residents.

THE RESIDENT AGREES THAT THE FURNISHING OF SAFETY DEVICES AND PATROL SERVICE (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. THE RESIDENT FURTHER RELEASES AND HOLDS HARMLESS THE COLLEGE, THE OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYEES, EMPLOYERS AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE THAT IS IN ANY WAY RELATED EITHER TO RESIDENT’S RELIANCE ON ANY OF THE SAFETY DEVICES AND PATROL SERVICE MENTIONED ABOVE, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

RESIDENT SIGNATURE

DATE

GUARDIAN SIGNATURE (IF RESIDENT IS YOUNGER THAN 19 YEARS OLD)

DATE

CLARKSON COLLEGE REPRESENTATIVE SIGNATURE

DATE

Residence Hall Housing Agreement

Rent Schedule Addendum

Students have several options when it comes to housing arrangements and costs. Please review the following and select the one that fits your needs. It is understood that the package you select will become part of your Residence Hall Housing Agreement and is subject to all terms and conditions of the entire agreement.

PACKAGE A Full academic year (12 months)

Fall semester: 2017	\$2,569
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Spring semester: 2018	\$2,569
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Summer semester: 2018	\$2,569
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Resident initials _____

PACKAGE B Fall and spring semesters (eight months)

Fall semester: 2017	\$2,699
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Spring semester: 2018	\$2,699
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Resident initials _____

PACKAGE C Fall semester (four months)

Fall semester: 2017	\$2,979
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Resident initials _____

PACKAGE D Spring semester (four months)

Spring semester: 2018	\$2,979
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Resident initials _____

Resident initials _____