

Appendix D

Housing Contracts

Terms of Housing Agreement

Following is the text of the agreement to which you become obligated once you complete, sign and submit it:

1. **LICENSE NOT A LEASE:** This agreement is a license and not a lease. It creates no exclusive right on the part of the student to occupy any particular portion of RMC property. RMC may assign and reassign the student to specific student housing whensoever, in the medical center's sole discretion, it deems such action necessary or desirable. As a licensee hereunder the student may not assign any rights or obligations created by this license agreement.
2. **ELIGIBILITY:** To be eligible a student must be enrolled or affiliated with a Research Medical Center sponsored program as defined in the Research College of Nursing Guide to Student Life. Eligibility for families is limited to spouses and children for which the student is the legal parent or guardian. Evidence of familial relationship may be required at any time.
3. **TERM:** The term of this agreement is for the contract year or for the remainder of the contract year, if entered into subsequent to the beginning of the contract year. Any other term of agreement must be made by mutual written agreement between the student and Research Medical Center and specified on this agreement. The contract year consists of the fall, spring and summer contract periods as defined by Research College of Nursing.
4. **HOUSING FEES:** The student agrees to pay fees as established by Research Medical Center or its agent. RMC reserves the right to increase housing fees. Failure to pay fees according to the fee schedule may result in the total amount becoming due and payable immediately and legal action can be taken against all persons who have signed this agreement. The student will also be responsible for all legal and collection fees incurred by RMC.
All students hereby agree to waive demand, protest and notice of non-payment. Any payment received from any source other than the student will not release the student from making the payments due.
5. **PERSONAL PROPERTY:** The student hereby agrees that any and all of the student's personal property or property of third parties in student's custody or possession which may be present upon RMC premises shall be the sole responsibility of the student and the student does hereby waive any and all claims against RMC, its agents and employees of any nature whatsoever for loss, damage or destruction to said property due to any cause whatsoever. Students are advised to procure personal insurance against such eventualities. All personal property must be removed from the unit on the last day of occupancy under this agreement and the student hereby surrenders all claims to and abandons any property remaining on the premises after such date.
6. **HOUSING DEPOSIT:** A housing deposit is required to accompany the Housing Application for residency in the RMC Student Village. The deposit serves as a room reservation deposit prior to the student occupying a unit. Subsequent to occupying a unit the deposit serves as security against damages to the premises. The housing deposit will be retained by RMC so long as the student remains enrolled in an RMC educational program and/or continues residency. Unless the deposit is forfeited in accordance with any terms of this agreement, the deposit, less any assessment for damages, uncleanliness and/or unpaid balance on the student's account, will be refunded to the student following vacation of housing by the student and inspection of the premises by representatives of RMC. The student agrees to be responsible for defacement or damage to the unit, common areas and all RMC furnishings assigned to the student in accordance with this agreement and to reimburse RMC for the full cost of repairing or replacing any furnishings or property that are damaged or destroyed during the term hereof.

7. **CANCELLATION AND TERMINATION:** A request for cancellation of this agreement must be made in writing and submitted to the Student Affairs Office.
 - a) **Prior to occupancy:** A request for cancellation of this agreement by the student that is received by RMC less than 30 days prior to the commencement of the agreement will be honored, but will result in forfeiture of the housing deposit by the student, unless an assignment has not been made or the reserved space is successfully assigned to someone else.
 - b) **Subsequent to occupancy:** Requests for cancellation will result in charges being prorated to 30 days from the date of written notification or to the end of the current contract period, whichever is shorter, but not less than 15 days.
 - c) **Termination by RMC:** The student hereby consents and agrees to obey and abide by all RMC policies and regulations governing occupants of RMC housing and recognizes the right of RMC to terminate this agreement for violation of any such RMC policies and regulations. In the event of termination of the agreement by RMC the student will be liable only for occupancy up to the time of termination of such occupancy. The housing deposit, less any deduction for damage, uncleanliness and/or unpaid balance on the student's account, will be refunded to the student. In the event of cancellation of this agreement the student hereby agrees to vacate RMC housing within 48 hours of notification of such cancellation or termination.
8. **PETS:** There are no pets permitted in RMC housing other than aquarium fish, including visiting pets.
9. **OCCUPANCY:** Only the residents who are assigned to a unit may occupy the unit. Persons of the opposite sex may not share units designated for single students.
10. **GUESTS:** Overnight guests must be registered with the Student Affairs Office. Overnight guests are limited to no more than two consecutive nights and ten nights total for the current contract period. Guests staying more than the 2/10 night limits must make arrangements with the Student Affairs Office.
11. **UNIT ENTRY:** RMC reserves the right for authorized representatives to enter any unit at any reasonable time, with or without the student's permission or attendance, for housekeeping purposes, repair or maintenance, health, safety, general inspection or disciplinary reasons.

POLICIES AND REGULATIONS: Additional policies and regulations published in the Research College of Nursing [Guide to Student Life](#) and any other official publications of RMC are enforceable as if contained herein. RMC reserves the right to make changes in any and all such polic