Concordia University Housing Application

2014 - 2015 Academic Year

Dear CUI Student:

Greetings from CUI Housing Services! We are excited that you have chosen to live on-campus for the 2014-2015 academic year. This online application includes the 2014-2015 Housing Application for Housing & License Agreement and the 2014-2015 Meal Plan Contract.

As you work through these materials, be sure to complete each section and read through the entire document carefully. Returning students should be aware that a \$300 Advance Payment is due to the CUI Bursar's Office <u>before</u> you submit the housing application. If you submit the application without submitting the \$300 Advance Payment, your application will not be process until the payment is made.

Below are some notes to be aware of regarding on-campus housing for the 2014-2015 academic year:

- Living Learning Communities: This year we are building on our Living Learning Communities (LLCs) that we started during the 2013-2014 academic year. Detailed information about LLCs is available at cui.edu/LLC. If you are interested in living in one of these halls, please be sure to check the box next to the LLC that you are interested in on the LLC section of the housing application.
- Room Selection: In addition to an online application, this year our room selection process will also be online (for returning students only). If you are interested in selecting a room for next year, you will have the opportunity to choose a room as a group or pair during our room selection period March 31 April 4. For more information, please review the *Room Selection Letter 2014-2015* sent to your Eagles e-mail address.
- **Super-Single Spaces:** Other than Super-Single spaces for accommodation purposes as approved by the CUI Disability Learning Resource Center (DLRC), no Super-Single spaces are available for the 2014-2015 academic year.

Please feel free to contact me with any questions you might have. You can reach me via e-mail at davis.garton@cui.edu or by phone at (949) 214-3047.

Sincerely,

Davis Garton
Director of Housing Services



The Office of Residential Education & Services

2014-2015 Academic Year

Home Phone: (

Office Use Only	Building:
Date Received:	Unit:
\$300 Returning Students:	Meal Plan:

Application for Housing and License Agreement

Please type or print. Read this document carefully before signing as it contains legally binding obligations. We recommend that you keep a copy for your reference. If you have any questions about this application and license, please contact the Office of Housing Services at (949) 214-3044.

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∟ Global Village – Desig	gned to provide a cros	s-cultural experience and broa	aden students' understanding of world issues and cultures.
Wittenberg Hall - Desi	igned to cultivate a <mark>comm</mark>	unity of spiritual and academic life	e rooted in CUI's rich Lutheran heritage of theology, scholarship, and faith.
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I. Terms of License Agreement

This Agreement is made between the applicant and Concordia University Irvine, and contains the primary terms and conditions of occupancy. Additionally, the Student Code of Conduct, Student Handbook, Housing Handbook, and all other University publications apply and are fully incorporated into this Agreement. Student handbooks are available online. The Office of Residential Education and Services reserves the right to supplement, amend, elaborate or clarify this housing license agreement through the issuance of electronic or non-electronic memoranda, rules, regulations or directives during the period of occupancy defined by this Agreement.

The University grants the individual student permission to occupy a residence space in facilities owned/operated by Concordia University Irvine as a license on the terms and conditions contained herein, and upon proper completion of the Housing Application procedures. This Agreement obligates the student to pay all charges due and owing under the terms hereof for the full 2014-2015 academic year, which consists of the Fall and Spring terms. Applications will not be processed until a non-refundable \$300 advance payment is received by the University. This advance payment constitutes a housing reservation and is applied toward the total license agreement amount for the first semester of occupancy. Acceptance of this license does not guarantee assignment or reserve specific spaces. The only circumstance under which a licensee is eligible for a refund of this advance payment is if the University reaches maximum capacity and is unable to house additional students.

- **A.** University Residency Requirement: Concordia University Irvine requires that all full-time undergraduate students who will be 21 years of age or younger as of Friday, August 15, 2014 live in on-campus housing. Students who will be 21 years of age or under who desire to reside off-campus must appeal this requirement. Additional information regarding the appeals process can be obtained by contacting the Office of Residential Education & Services. Returning resident appeals must be submitted prior to August 1, 2014 for guaranteed consideration.
- **B.** Eligibility: Students are eligible for housing if they are full-time enrolled undergraduate students of Concordia University Irvine for the entire academic year. Students who fail to register for classes by the deadline set by the University will not be eligible for housing. The University shall retain the sole and exclusive right to define what constitutes full-time, regular, and continuous enrollment.
 - i. Part-time and graduate level students may be eligible for University housing on a "space available" basis at the sole discretion of the Office of Residential Education and Services.
 - ii. Students 25 years of age and older as of Friday, August 15, 2014 may not be eligible for on-campus housing.
 - iii. Post-Baccalaureate student teachers are eligible for on-campus housing while they complete their student teaching assignments as long as they are not ineligible for on-campus housing due to their age.
 - iv. Students who have been found responsible for violating Residential Education and Services (housing) and/or University policies may be denied on-campus housing.
- C. Anticipated Housing Rates: Chi Rho and Chi Sigma, \$2,600 per semester.

Upper and Lower Quads, \$2,800 per semester.

(Rates are subject to change.)

- i. Super-Singles: Any new or continuing student with an approved accommodation from the Disability and Learning Resource Center (DLRC) for the 2014-2015 academic year to be housed in a super-single assignment will be assigned a super-single space if the request is made and granted by Friday, August 1, 2014. Requests made after Friday, August 1, 2014 will be granted as space allows.
- **D.** No Tenancy: This housing license agreement shall not constitute a tenancy. Residents shall have the non-exclusive license to use an assigned space during the term of this housing license agreement only, but shall not have the right to occupy any specific room or unit. This document is not a lease.
- E. Cancellation of Housing & License Agreement / Release Requests:
 - i. Licensee may cancel this Agreement if they will not be attending Concordia University during the 2014-2015 academic year. To cancel an Agreement, the licensee must notify the Office of Residential Education and Services by submitting a Cancellation of License Agreement Request Form. Forms received after August 1, 2014 will result in a \$250 License Agreement Cancellation Fee. Date of notification will be considered as the date that a form is postmarked.
 - ii. Licensees entering housing for the first time at spring semester may cancel this Agreement if they will not be attending Concordia University during the spring 2015 semester. Notices of cancellation received after January 1, 2015 will result in a \$250 License Agreement Cancellation Fee. Date of notification will be considered as the date that a notice is postmarked.
 - iii. After occupancy begins, the University will consider a request from licensee to release him/her from this Agreement if licensee encounters a severe financial, physical, or emotional hardship which is exacerbated by living on campus and cannot be remedied by alternative means. Licensees must submit a Cancellation of License Agreement Request Form to the Office of Residential Education with supporting documentation for consideration. The University reviews all requests on a bi-weekly basis and may grant or deny any and all requests. If a request is granted, licensee will be charged a \$250 License Agreement Cancellation Fee in addition to all contractual obligations and associated fees.
 - iv. Licensees who withdraw from the University during the term of this Agreement may cancel this Agreement by notifying the Office of Residential Education and Services by submitting a Cancellation of License Agreement Request Form. The licensee will be charged a \$250 License Agreement Cancellation Fee in addition to all contractual obligations and associated fees.
 - v. Cancelling the contract between semesters will result in a \$250 License Agreement Cancellation Fee in addition to all contractual obligations and associated fees. This includes licensees who cancel when withdrawing from the University.
 - vi. Licensees who were under 18 years of age when signing this Agreement may only request a cancellation of said Agreement when request is accompanied by the written consent of the parent or legal guardian who also signed this Agreement.
 - vii. The University reserves the right to terminate this Agreement, and/or reassign the residential space for the failure to pay fees or for judicial sanctions (Judicial Termination) resulting from a violation of University or Residential Education and Services policy. Licensees whose agreements are terminated under these circumstances will be responsible for all contractual obligations and associated fees which will include all charges for the full 2014-2015 academic year. In addition, the licensee will be charged a \$250 License Agreement Cancellation Fee.
 - viii. The University reserves the right to cancel this Agreement when a resident ceases to be enrolled as a full-time student.
- F. Mandatory Meal Plan: All resident students are required to purchase a University meal plan. Freshman residents are required to purchase at least a 14 Meal Plan. All other resident students are required to purchase at least a 10 Meal Plan. Any student who lives in a residence hall and does not sign up for a meal plan will automatically be signed up for the minimum requirement and billed accordingly. For additional information regarding meal plan options and prices, please reference the Meal Plan Contract (last page of document).
 - i. Request forms to reduce or eliminate the meal plan requirement are available in the Office of University Services. The deadline to appeal the meal plan requirement for the Fall 2014 semester is August 1, 2014. The deadline to appeal the meal plan requirement

- for the spring 2014 semester is December 26, 2014. Additional information regarding the stipulations of these requests is available on the request form.
- ii. Meal plan service for the fall semester begins with dinner on Monday, August 18, 2014 and ends with dinner on Friday, December 12, 2014. Start and End dates for meal plan service for the spring semester will be available after the start of the fall semester.
- iii. Limited dining options may be available during official University breaks, if dining halls are open (including, but not limited to, Thanksgiving, Christmas, and Spring Break). Meal plans will not be active during these times. Flex dollars and/or cash will be accepted. Please check with Bon Appétit for specific information regarding dining options during University breaks.
- iv. Student athletes required to stay on-campus during University breaks (Thanksgiving, Christmas, and/or Spring break) will have active meal plans during the break.
- **G.** Payment of Housing and Meal Plan Fees: The student shall pay all fees by the Bursar's office published due date. Failure to pay fees when due shall be considered a breach of this Agreement and may result in one or more of the following actions:
 - Denial of housing and meal services
 - Loss of space
 - Inability to register for classes
 - Withholding of University records or diploma
 - Turning the matter over third party to collections
 - When the University is forced to turn the account to a collection agency, the student shall be responsible for all additional costs of collection including attorneys' fee and cost. In the event of court action to enforce this Agreement, the student shall be responsible for paying all court costs and fees, including attorneys' fee and cost.
- **H.** Cancellation of Housing License Agreement: Residents who have not paid within seven calendar days of the date of occupying their residence may be subject to a Cancellation of Housing License Agreement notice. A 72-hour's written Cancellation of Housing License Agreement notice will be delivered if the Bursar's Office determines they have not made satisfactory payment arrangements.

II. Period of Residence*

A. Opening and Closing Schedule: The University will furnish the student a housing assignment in a residence hall and will open and close the residence halls according to the following schedule. Please note that no early arrivals or late departures will be permitted except with the written permission of the Office of Residential Education and Services. Students who fail to abide by the following dates and times will be fined \$25 per hour or portion thereof.

Fall Semester	Spring Semester
Residence Halls Open for New Students* 8:00am, Friday, August 15, 2014	Residence Halls Open for New Students* Sunday, January 4, 2015
Residence Halls Open for Returning Students* 10:00am Sunday, August 17, 2014	Residence Halls Open for Returning Students* 10:00am, Sunday, January 4, 2015
Residence Halls Close for Thanksgiving Break 7:00pm, Friday, November 21, 2014	Residence Halls Close for Mid-Semester (Spring) Break* 7:00pm, Friday, February 27, 2015
Residence Halls Open after Thanksgiving Break* 8:00am, Sunday, November 30, 2014	Residence Halls Open after Mid-Semester (Spring) Break* 8:00am, Sunday, March 8, 2015
Residence Halls Close for Christmas Break* 7:00pm, Friday, December 12, 2014 Licensee are expected to vacate their on-campus housing assignment within 24 hours after the end of his/her last final exam period	Residence Halls Close for Summer Break (except graduating seniors)* 7:00pm Friday, May 1, 2015 Licensee are expected to vacate their on-campus housing assignment within 24 hours after the end of his/her last final exam period
* Dates and times are subject to change. Please refer to assignment letter and/or orientation pack for updated times and dates.	Residence Halls Close for Summer Break (Graduating Seniors Only)* 1:00pm, Sunday, May 3, 2015

B. University Break Housing: Standard housing rates do not include University breaks (Thanksgiving Break, Christmas Break and Mid-Semester Break). Students desiring on-campus housing during University breaks have to make individual arrangements with the Office of Residential Education and Services and pay associated costs. A minimum stay may be required. Additional costs do not include meal plans. Students must turn in room keys before leaving for Christmas Break.

III. University Responsibilities

- A. Assignment: Assignments are made at the University's discretion taking into account, whenever reasonable, information provided by the licensee. The University will endeavor to e-mail a notice of housing assignment to licensee's Eagles e-mail address prior to the beginning of each semester. The University reserves the right to reassign residents at any time, for any reason at its sole discretion. The University will endeavor to notify affected students of a reassignment in advance. Chi Rho and Chi Sigma residence halls have a maximum capacity of five residents and the Quad apartments have a maximum capacity of five residents.
- **B.** Roommates: Requests for specific roommate(s) will be considered if the request is mutual and both applications are submitted before June 2, 2014 (for fall 2014) and December 26, 2014 (for spring 2015).
- C. Unit Consolidation: The Office of Residential Education and Services reserves the right to reassign residents or consolidate units occupied at less than full capacity at any time. If a student occupying a super-single is assigned a roommate, the University will refund a prorated amount of super-single charges based on the date the new roommate moves into the unit.

- **D.** Right of Entry: University officials may enter residence hall rooms when reasonable cause exists. Examples of such reasonable cause may be for an emergency, for closing periods when a building lockdown is required, or when deemed necessary by administrative staff. Please reference the 2014-2015 Student Code of Conduct for a detailed overview of the Right of Entry Policy for residence hall rooms.
 - i. Students are not to add personal locks or change locks to any doors within their assigned space.
- E. Fines: Fines may be assessed to the licensee at the discretion of the University. Please reference the 2014-2015 Housing Handbook or the Student Code of Conduct

IV. Student Responsibilities

- A. Check-in: Licensee is required to officially check-in with the Residential Education and Services Office prior to moving into their housing assignments. Residents are responsible for examining all furnishings, fixtures, appliances and must record the condition of their assigned space and its contents on a University-provided unit condition form within 48 hours of occupancy. Failure to do so subjects the licensee to financial responsibility for preexisting damage. Failure to check-in with the Office of Residential Education and Services will result in a \$50 fine per day until check-in is completed. Students will not be allowed to check into their housing assignments prior to their assigned move-in date without the permission of the Office of Residential Education and Services.
- **B.** Late Arrival: Licensee shall notify the Office of Residential Education and Services in writing prior to August 1, 2014 (for fall 2014) or December 26, 2014 (for spring 2015) if they intend to occupy their assigned space after their assigned check-in date. If this is not done, the space may be reassigned and the student will be placed in the next available room.
- C. Check-out: Licensee agrees to vacate the premises within 24 hours after the end of their last final exam period and no later than 7:00pm on Friday, May 1, 2015, whichever occurs first. The student shall remove all personal property, leave the unit in a clean and orderly condition to avoid cleaning fees, arrange furniture to its original position at move-in, and return his/her key to the Office of Residential Education and Services to avoid re-keying charges. Students vacating after 7:00pm on Friday, May 1, 2015 will be assessed a late charge of \$25 per hour or portion thereof.
 - i. Students whose Housing and License Agreements are cancelled, either through Licensee's request or University action, must vacate their housing assignment within 72 hours of being notified of such cancellation or other deadline specified by the University. Failure to abide by this requirement will result in financial charges of \$25 per hour, or portion thereof, and/or other consequences as specified by the University.
- D. Occupancy: <u>Licensee shall not permit any other person to occupy their assigned space</u>. Licensee shall observe all aspects of University guest policy and will not permit an individual to stay in assigned unit except as permitted. Licensee understands that failure to comply may result in administrative and/or judicial action.
- E. Unit Changes: In order to change housing assignments, students must submit a Change of Housing Assignment Request Form to the Office of Residential Education and Services. Once the form is submitted, the request must be approved by the Office of Residential Education and Services before the change can take place. Once housing assignments are distributed, students must wait until September 8, 2014 (for fall 2015) or January 26, 2015 (for spring 2015) to submit a Change of Housing Assignment Request Form. Change of Housing Assignment Request Forms will not be accepted after November 14, 2014 (for fall 2014) or April 3, 2015 (for spring 2015). Approval of Change of Housing Assignment Request Forms may be granted or withheld at the University's sole discretion. Students who move rooms without approval or do not follow University instructions may be fined up to \$300 for each and every unauthorized move.
 - i. Students are assigned to specific spaces within suites and units. Students wishing to change assignments within their suite/apartment must still submit a Change of Housing Assignment Request Forma and it must be approved by the Office of Residential Education and Services. Failure to receive approval before changing assignments within their suite/apartment may result in a student being required to move back to assigned space and a fine of up to \$300.
- F. Keys: Residents will be required to pay for lock changes if keys are lost/stolen or if keys are not returned at hall closing or at check-out to the Office of Residential Education and Services (\$75). Keys are not to be loaned to others or duplicated.
 - i. Students who lock themselves out of their rooms can visit the Office of Residential Education and Services during posted business hours to check out a temporary key. Students who lock themselves out after normal business hours need to contact the Office of Campus Safety for assistance.
 - ii. Students who fail to pick up assigned keys after a room is rekeyed will be charged a \$5 per day fee beginning on the third business day after notification of room rekeying until assigned key is retrieved.
 - iii. Students must turn in room keys before leaving for Christmas Break. Failure to do so may result in a \$50 fine.
- **G.** Abandoned Personal Property: Personal property left in the student's room after expiration, termination, or cancellation of this license agreement (or after checking into a new assignment) will be disposed of as seen fit by the University. The University is hereby relieved of any liability for personal property left on the premises (or in a previous housing assignment after checking into a new assignment). Students who leave personal property on University premises will be charged a \$150 disposal fee.
 - i. Personal property left in common areas (lounges, programming areas, etc) in the residence halls will be disposed of by the University at its discretion. Licensee is hereby advised to not leave any property in such areas for any amount of time. Students who are found responsible for leaving personal property in common areas may be charged disposal and/or service fees.
- H. Eagles' E-Mail: Licensee is responsible to check their Eagles' e-mail accounts on a regular basis. Eagles' e-mail accounts will be the primary means of communication between the Office of Residential Education and Services (including Judicial Affairs) and residential students. Students will be held responsible for all information sent to their Eagles' e-mail addresses.
- I. Guest Behavior: Licensee is responsible for ensuring that guests are informed about and abide by the rules of the University, residence hall regulations, and the terms outlined in this license agreement. The student will be held liable in those instances when their guests do not abide by such rules or regulations or for behavior which is detrimental to the welfare of the residents or the physical property of the residence halls. Please reference the 2014-2015 Student Code of Conduct for a detailed overview of the Guest Policy.
- J. Room Arrangement: The University has standard room arrangements. While Licensee is allowed to rearrange furniture within an assigned space, he/she must (1) not violate any University and/or housing policies in doing so and (2) must return all furniture to its original arrangement prior to vacating the assigned space.

V. Liability

A. University: The University shall have no liability for the loss, theft, or destruction of or damage to the student's property kept in the residence halls or caused by any third party. The University assumes no liability and provides no insurance or financial protection for the student's

2014-2015 Academic Year

personal property. The University assumes no liability for injuries, loss or damage, including death, due to student use of residence hall facilities, including, but not limited to, stairs, kitchens, recreational equipment, furniture, etc. The University shall not be held responsible or liable for the student's accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including but not limited to "Acts of Nature", e.g. flood, earthquake, and unusual weather conditions. The University also reserves the right to make special room assignments to accommodate those conditions.

B. Student: Licensee shall be liable for any loss or damage caused to the rooms or furnishings provided by the University and shall pay any and all damage charges upon presentation (via licensee's Eagles' e-mail account) to the student of a statement of charges. Licensee will also be responsible to pay for all necessary cleaning of their housing assignment during and/or after occupancy which arise from licensee action(s). Licensee shares liability with roommates and/or suitemates for all loss, damages, and/or necessary cleaning in relationship to licensee's housing assignment and accepts that they may be charged for loss, damages, and/or necessary cleaning caused by roommates/suitemates when the University does not have adequate information to charge a particular individual and licensee agrees to pay such charges. Licensee shares financial liability with all other residents of the residence hall or complex of the condition for the residence hall or complex and its furnishings, if individual liability cannot be determined.

VI. Acknowledgement of CUI Student Code of Conduct & CUI Housing Handbook (2014-2

Relationship to applicant: __

A. I acknowledge that I am fully responsible for all University policies including all policies outlined in the 2014-2015 CUI Student Code of Conduct and the 2014-2015 CUI Housing Handbook. Date: Signature of applicant: VII. Agreement A. This is a legally binding license agreement for the full academic term of 2014-2015: The undersigned understands and agrees to the housing license agreement and acknowledges that, if enrolled at Concordia University Irvine and accepts a space in a University residence, the student shall be obligated to pay for the full-academic year, as well as adhere to all University policies. Cancelling the contract between semesters will result in a \$250 License Agreement Cancellation Fee in addition to all contractual obligations and associated fees. The undersigned understands and acknowledges that this license shall remain otherwise fully binding at all times unless the student is released in full or in part by an authorized representative of the University. The undersigned fully accepts responsibility for all terms and conditions of the housing license and all other applicable policies and procedures of the University. The undersigned certifies that the statements made on this application are truthful and the signature(s) hereon is/are valid. The undersigned hereby enters into, agrees to the terms of, and accepts full financial responsibility for any and all payments and other financial obligations to Concordia University Irvine by reason of this application and housing license. Signature of applicant: If applicant is under 18 years of age, please provide parent/guardian signature. , as parent or legal guardian of the above named student acknowledge and understand that by signing this application I become party to this Agreement and accept full responsibility for all the terms hereof and am subject to all of the terms and conditions of this application and housing license. I have read the terms and conditions of the housing license. I understand this Agreement is binding for the full 2014-2015 academic year. Signature of parent/guardian: Date:

Meal Plan Contract

All resident students are required to purchase a University meal plan. New freshman residents are required to purchase at least a 14 Meal Plan. All other resident students are required to purchase at least a 10 Meal Plan. Any student who lives in a residence hall and does not sign up for a meal plan will automatically be signed up for the minimum requirement and billed accordingly.

This contract is entered into between the student and Concordia University Irvine and grants the student a right to the meal plan designated. Student understands that he/she will be responsible to pay, in full, for the meal plan selected. This agreement covers both Fall and Spring semesters. Students may reduce their

Meal Plan Options for Resident Students Please Select One Option Below			
□19 Flex Plan (\$2,035 + \$100)* 19 Meals per week, \$110 Flex Dollars per Semester	□19 Meal Plan (\$2,035) 19 Meals per week, No Flex Dollars		
□14 Flex Plan (\$1,975 + \$100) 14 Meals per week, \$110 Flex Dollars per Semester	□14 Meal Plan (\$1,975) 14 Meals per week, No Flex Dollars		
□10 Flex Plan (\$1,815 + \$100) 10 Meals per week, \$110 Flex Dollars per Semester	□10 Meal Plan (\$1,815) 10 Meals per week, No Flex Dollars		
* All prices are subject to change and are per semester. Unused flex dollars roll over from the f semester to the spring semester but not to the next academic year.			

meal plan to the minimum allowed until Tuesday, September 2, 2014 (fall 2014 semester) or Tuesday, January 20, 2015 (spring 2015 semester).

Students who withdraw from the University during the term of the Housing License Agreement may cancel their meal plan by notifying the Office of Residential Education and Services by submitting a Cancellation of License Agreement Request Form. Student agrees to pay all associated charges. For additional information and details regarding meal plans at Concordia University Irvine, refer to the Student Handbook/Housing Handbook. Students are advised to keep a copy of this contract for his/her records. Please refer to section I-F of the 2014-2015 Housing and License Agreement for additional details.

Name:	Student E#:
Signature:	Date: