

2017-2018 KCC Housing Agreement

This Kansas Christian College Housing Agreement (hereinafter referred to as “Agreement”) is an agreement between the undersigned student (“Student”) and Kansas Christian College (“KCC”). This agreement must be signed/electronically confirmed before taking occupancy of a KCC housing facility. Upon receipt by the KCC Student Services Office of a signed/electronically confirmed Agreement, the person signing/electronically confirming this agreement (“Student”) immediately becomes responsible for terms of occupancy and all the fees associated with this Agreement in addition to all terms in the current KCC Handbook for Traditional Programs (“Handbook”) and the KCC Guidelines for Residence Hall Living (“Guidelines”), whether or not the Student actually receives the keys to the room, takes possession of the room or moves belongings, goods or effects into the room. Failure to abide by the terms of this Agreement may result in fines and/or charges, disciplinary action, and/or withholding of the Student’s transcripts until all financial obligations are met. The Handbook and the Guidelines are both available online and in written form in the Student Services Office.

The Agreement is for a furnished space in a KCC housing facility. Although an assignment to a specific room may have been or may hereafter be made, this Agreement is not for a specific room or type of housing, but shall apply to any housing facility the Student may occupy pursuant to the terms of this Agreement. By signing/electronically confirming this Agreement, the Student accepts KCC’s housing assignment (as the same may be changed pursuant to this Agreement) and agrees to pay the required fees established by KCC for such an assignment.

As part of KCC’s online process, this Agreement may be sent to you electronically. By electronically confirming this Agreement you consent to conduct this business electronically.

I. Duration

The Student agrees that the duration of this Agreement is for the entire Academic Year (or remaining portion thereof at the time of the agreement) as defined by KCC. See the Kansas Christian College Catalog for beginning and ending dates of the current academic year.

II. Effective Upon Receipt

This Agreement is effective on the date the Student agrees to the Agreement. None of the terms of this Agreement may be modified by the Student.

III. Terms of Payment

A. Room and board rates are reflected on the Student’s school bill for the Academic Year and shall be payable in accordance with KCC student billing policy. (Current rates are published on the KCC website <http://kansaschristian.edu/program-costs/>.)

B. Housing Reservation Deposit (“Deposit”)

1. A room deposit of two hundred twenty-five dollars (\$225) is required of all students applying for KCC housing. The Deposit is not to be considered as a partial payment of housing charges but as a refundable deposit under the terms of this agreement. In consideration of the Student’s payment of the Deposit, KCC grants to the Student the right to reserve one student residence space for use during the Academic Year on the terms and conditions set forth herein.

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2. A refund of the Deposit is made as a credit to the Student's account balance: (a) should this Agreement be properly cancelled; or (b) upon graduation from KCC. **Failure to give written notification of cancellation by the deadline dates described in the Guidelines will result in forfeiture of the Deposit.**

IV. Terms of Occupancy

A. Pre-Occupancy Termination/Cancellation Fee

In the event that the Student cancels this Agreement with the authorization of KCC prior to taking occupancy of the room, KCC shall be put to a certain amount of expense in securing a replacement occupant or reassigning the Student who was previously to be assigned to the room, the precise amount of which is difficult and impracticable to ascertain. Accordingly, the Student agrees that, in the event that the Student cancels this Agreement prior to the date on which the term is to commence, the Deposit will be retained by KCC as a "Cancellation Fee." Any such cancellation must be in writing and received by the Student Services Office prior to the commencement of the term. If KCC authorizes a cancellation of this Agreement subsequent to the commencement of the term but prior to the Student taking occupancy of the room, KCC shall be entitled to retain, and the Student shall be obligated to pay, as a Cancellation Fee the Deposit plus the full amount of the residence fees prorated up to the date upon which KCC such cancellation, including any portion of the Deposit credited to the Student's account during the semester in which the cancellation is granted. Failure to make this payment shall constitute a material breach of this Agreement, and shall entitle KCC to exercise its rights and remedies as set forth in Section "IV. K." of this Agreement. The Student acknowledges that the foregoing Cancellation Fee amounts are reasonable estimates of the additional cost and expenses which KCC has to incur in the event of an authorized pre-occupancy cancellation of this Agreement by the Student. The Student further acknowledges that the provisions of this paragraph shall not apply to a termination of this Agreement by the Student which is not specifically authorized by KCC or billed directly to the Student.

B. Right to Use

KCC grants to the Student the right to use and occupy the residence space described herein. This Agreement is a license to use KCC housing and does not constitute a lease agreement or create a landlord-tenant relationship between KCC and the Student.

C. Housing Claim Deadline

1. After 12:00 Noon on the first day of classes for the semester (Fall and Spring Housing Claim Deadlines), students who have not yet claimed their rooms will forfeit the Deposit and will be charged one (1) month's use. The parties to this Agreement (KCC and the Student) agree that this charge is a reasonable estimate of KCC's costs in such an event.
2. No refund of housing charges will be granted for students checking into their Housing Assignment after the check-in period or checking out of the Housing Assignment early, unless approved by the Student Services Office.

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D. Cancellations

1. Cancellation releases KCC from its responsibility to provide the Student with use of the Housing Assignment described herein, and releases the Student from his/her obligation to pay KCC for such use. Cancellations will result in forfeiture of any deposits made by the Student unless all cancellation procedures described in the Guidelines are followed by the Student.
2. Should the Student leave KCC housing without an approved cancellation of this Agreement as provided in the Guidelines, the Student will continue to be responsible for payment of the remaining charges due under the Agreement for the remainder of the Academic Year.
3. Should this Agreement be cancelled, the Student agrees to vacate the housing assignment within 24 hours unless special permission, in writing, has been obtained from the Student Services Office.

E. Assignment

The Student shall not transfer or assign all or any part of his/her Housing Assignment. Any attempted transfer or assignment shall be void and of no force and effect. Students who engage in such activities may be subject to disciplinary action as described in the Handbook and Guidelines.

F. Student Status

All persons residing in KCC housing must be enrolled at KCC. KCC reserves the right to limit occupancy to students registered in full-time coursework; however, KCC may, at its discretion, allow students enrolled in less than full-time coursework to reside in KCC housing.

G. Room Usage

During the term of the Agreement the premises described in the Housing Agreement set forth herein shall be used by the Student solely for residential purposes consistent with the Guidelines and all other rules and regulations of KCC; no other uses shall be permitted.

H. Room Alterations, Keys and Damages

Repairs, alterations or improvements by students are not permitted on the premises without specific written permission from the Student Services Office. KCC property, fixtures and furniture may not be removed from common areas, rooms and storage areas; locks may not be changed or added, and room entrance keys may not duplicated or given to other students. A student found in violation of any of the above may be subject to disciplinary action.

I. Reassignment

1. The Student Service Office reserves the right to assign or reassign students as necessary in order to fill or consolidate spaces.
2. KCC reserves the right to reassign or remove residents because of lifestyles inconsistent with the requirements of group living.

J. Termination

KCC may elect to terminate the Student's occupancy at any time if:

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1. The Student is determined by KCC to be unfit to live in KCC housing. In all such cases, determination shall be made by KCC.
2. The Student uses the premises for an unauthorized or illegal purpose or otherwise violates any of the terms of occupancy as set forth in this agreement or the Handbook, Guidelines, any KCC rules or regulations, or any local, state or federal law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Any termination under this section shall be referred to the Dean of Student Services for possible disciplinary action.
3. Any behavior deemed unacceptable as described in the Kansas Christian College Catalog, Handbook, or Guidelines, effective as of the date of the signing of this Agreement, or as they may be amended, revised, or superseded from time to time during the term of the Agreement may also be cause for removal from KCC housing and termination of this Agreement and/or other disciplinary action.

K. Remedies and Indemnification

1. KCC may elect by written notice to the Student to terminate this Agreement at any time after the occurrence of one of the events listed in the Termination section and in such event KCC may, at its option, declare this Agreement and the Student's right to the Housing Assignment terminated and recover such damages and other relief as outlined in this agreement.
2. Nothing in this section shall limit the right of KCC to indemnification from liability, it being understood and agreed that the Student shall indemnify, hold harmless and defend KCC from any and all loss, cost, liability, damage and expense, arising out of or related to the maintenance, use or occupancy of the Housing Assignment by the Student and his/her guest(s) or invitee(s).

L. Personal Property

It is understood and agreed that KCC will not be held responsible for loss, damage or theft of personal property of the Student or his/her guest(s) or invitee(s).

M. Possessions

The use, possession or distribution or in any way assisting anyone to use, possess or distribute any harmful and/or illegal non-prescribed drugs or controlled substances, alcohol and tobacco products by anyone associated with the Kansas Christian College community is prohibited. Illicit drugs and related paraphernalia, alcohol and tobacco products are strictly prohibited on KCC property. Substances so prohibited will be confiscated and appropriate disciplinary and/or legal action initiated.

N. Maintenance

Students shall make the assigned premises available to KCC staff for the purpose of entering to make necessary repairs, decorations, alterations or improvements, or to supply necessary services, or to show the premises to workmen or contractors. Maintenance personnel may periodically work in KCC housing without announcement between the hours of 8:00 a.m. and 8:00 p.m. Students are advised to use discretion in their dress when walking through the hallways during these hours. However, KCC

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personnel may enter the premises at any time in case of emergency or to make urgent corrections or repairs.

O. Entry

KCC reserves the right to enter rooms in case of emergency, health and safety inspections, to enforce KCC rules, regulations and policies, to show KCC housing to prospective residents and in the case of suspected violations of rules or regulations or federal, state or local laws or ordinances. See “Right of Entry” in the Guidelines for details.

P. Resolution of Disputes

Should any dispute arise concerning any term of this Agreement the Student will follow the Grievance procedure as outlined in the Handbook for resolution.

Q. Mandatory Meal Plan

Assignment of students to KCC housing includes a mandatory meal plan included in the student housing fee.

R. Loft/Bunk Bed Waiver

KCC personnel will set up all room furnishings according to the design of the furnishings and approved configurations. The Student may **not** reconfigure residence furnishings without the direct supervision and permission of Resident Educator. Use of bunk beds or lofted beds without side rails may increase the risk of injury from falling from the bed. Side rails will be made available as part of the room furnishings. Residents freely agree to assume and take on themselves full responsibility for any risks of loss, property damage or personal injury that may be sustained as a result of their decision to use top bunks/lofted beds without side rails (see Signature section below).

S. Signature – 2017/2018 Housing Agreement

The Student understands and agrees that he/she has access to the current Handbook and Guidelines, and that it is his/her responsibility to read and be familiar with all rules, regulations, procedures and policies of KCC. The Student understands and agrees that by agreeing to this Agreement he/she is liable for all terms of this Agreement and of the Kansas Christian College Handbook for Traditional Programs and Guidelines for Residence Hall Living.

The student understands and agrees that by agreeing to this Agreement he/she agrees that if he/she fails to provide written notice of cancellation as outlined in this Agreement, he/she will forfeit the Deposit and may be charged one month’s prorated housing fee.

The student understands and agrees that by agreeing to this Agreement he/she agrees to release, indemnify, hold harmless and forever discharge KCC, its directors, trustees, officers, employees and agents, from any and all claims and causes of action which might be brought by them (or by their parents or dependents) for any loss of property, personal injury or death sustained by them, arising out of or related to: (1) the decision to use a bunked or lofted bed without supplemental side rails; and/or

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(2) any use of KCC bunk/loft furniture in ways that do not comply with the stated design described in section R. Loft/Bunk Bed Waiver of this Agreement.

The Student understands and agrees that by agreeing to this Agreement he/she agrees that it is his/her responsibility to read and be familiar with the Kansas Christian College Safety and Security Handbook available in the Student Services office.

The Student understands and agrees that these rules, regulations, policies and procedures may not be altered verbally. The Student specifically understands and agrees that, while he/she may seek advice from KCC personnel, any such advice does not alter or waive any of the terms of the Handbook for Traditional Programs or Guidelines for Residence Hall Living.

*If the Student is a minor (under the age of 18), the parent/guardian of the Student is required to sign below indicating his/her agreement to the terms of this Agreement and return a **full copy** of the Agreement to KCC:*

by mail: Kansas Christian College by fax: (913) 213-5616 by email attachment:
Attn: Student Services Office student.housing@kansaschristian.edu
7401 Metcalf Ave.
Overland Park, KS 66204

Dated: ___ / ___ / _____ Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian of Student: _____

Printed Student Legal Name: _____

Signature of Student (if not a minor): _____