

EASTERN KENTUCKY UNIVERSITY
Division of Student Affairs
Department of University Housing
CONTRACT FOR CAMPUS HOUSING

*NOTE: It is the responsibility of the student to familiarize her/himself with all pertinent information before completing this contract. Signing this contract is an acknowledgement and acceptance of this responsibility as well as an agreement to the terms and conditions of the contract.

NAME: _____ ID # _____, hereinafter referred to as "Resident."
Last First M.I.

CLASS: FR SO JR SR GRAD GENDER: _____ DATE OF BIRTH: _____ E-MAIL: _____

PERMANENT ADDRESS:

Street/Box City State ZIP Phone

DO YOU HAVE A MEDICAL, PHYSICAL OR OTHER CONDITION THAT WILL REQUIRE SPECIAL ACCOMMODATION? ____ YES ____ NO

IF YES: Contact the Eastern Kentucky University Center for Student Accessibility at 859-622-2933. University Housing cannot provide special accommodation unless a formal recommendation is received from the aforementioned office. Specific rooms in selected residence halls have been reserved for students with an approved need for a special accommodation. The reserved rooms are in residence halls selected by University Housing as most appropriate for the type of special accommodation needed.

CONTRACT TERMS AND CONDITIONS

The terms and conditions of the contract for residence hall housing with the Eastern Kentucky University are as follows:

I. Eligibility and On Campus Residency Requirement.

A. ALL SINGLE, FULL-TIME, UNDERGRADUATE STUDENTS UNDER THE AGE OF 21 BY THE FIRST DAY OF CLASS, OR HAVING FEWER THAN 59 HOURS, OR LESS THAN FOUR ACADEMIC SEMESTERS LIVING ON CAMPUS, ARE REQUIRED TO LIVE IN UNIVERSITY RESIDENCE HALL FACILITIES. Exception is made for students residing with their parents in the parents' principle residence within 50 miles of the Richmond campus. STUDENTS FAILING TO MEET THIS REQUIREMENT WILL BE ASSESSED THE LOWEST PRICE RESIDENCE HALL FEE AND BOARD FEES WHERE APPROPRIATE.

B. A residential meal plan, minimum of the 5 Day All Access w/ \$300 flex, is mandatory for students with less than 30 overall credit hours. See EKU Dining Services for additional information

C. A \$300 flex dining plan, is mandatory for sophomore and junior students with more than 30 overall earned credit hours and less than 90 overall earned credit hours. See EKU Dining Services for additional information.

D. To be eligible to live in campus housing, Resident must be enrolled in at least nine (9) undergraduate hours or six (6) graduate hours for credit each semester on campus at the Eastern Kentucky University. If space is available, exceptions to the minimum credit hour requirement may be made on a semester-by-semester basis for students who are completing degree requirements, upon written request to University Housing with confirmation of their status by their advisor.

E. The University reserves the right not to contract with persons who are currently violating the terms and conditions of a housing contract, who have previously violated the terms and conditions of a housing contract, who have violated University rules or regulations, or who have a past due balance with the University.

II. Contract Period.

A. For purpose of this contract, an Academic Year shall mean Fall and Spring semesters only. The period of this Contract is an Academic Year. If Resident enters into the Contract after the beginning of an Academic Year, the Resident will be charged from the date he/she moves into room/apartment on a pro rata basis. This proration schedule begins the last day of the month in which contact begins. A new Contract for campus housing must be completed each Academic Year in order to be assigned a room and shall be subject to student housing availability.

B. The Resident must occupy the assigned space by 5 pm the first day of classes or the assigned space will be released. All fee schedules from section VI will still apply.

C. Resident is expected to vacate his/her room/apartment within twenty-four (24) hours after his/her last final exam at the end of each semester and shall not remain in his/her room at the conclusion of the academic semester, however, if Resident is involved in commencement activities or has other circumstances that require an exception to this requirement, the Resident must request and receive approval in

advance from the University Housing Office.

D. Unit rooms will be closed and rooms may not be occupied during a Closed Period (Thanksgiving, Winter Break, Spring Break) except in the designated Academic Year Halls. Residents of these designated areas may remain in their room during a Closed Period.

E. Prior to the beginning of each Closed Period, the resident must comply with the administrative signout/checkout procedure. A Fifty Dollar (\$50.00) fee will be assessed for failure to comply with the administrative checkout procedure or for a late checkout after posted hall closing hours.

III. Charges and Payments

A. A non-refundable pre-payment is required with this contract, and serves as a room reservation. The non-refundable pre-payment is required even if Resident is or will be on a scholarship or other financial aid that covers full room costs. If this Contract is canceled/terminated the non-refundable pre-payment will be retained as set out in Sections VI, VII and VIII. Prepayments will be retained even if the student is dismissed for disciplinary or academic reasons, including academic probation or suspension.

B. If the University is unable to assign Resident to a space, the pre-payment will be refunded.

C. The charges for apartment/room vary according to room type. For the most current housing rates, please refer to the University Housing website: <http://housing.eku.edu> Housing rates may change and the new rates will be effective at the beginning of the next semester following publication of the change.

D. Payments may be made at one time for each semester or by installments as arranged through the Student Accounting Services Office. Payment in full for each semester or the first installment payment must be received by the due date as designated by Student Accounting Services. If Resident has sufficient Financial Aid to cover the first installment, he/she may defer payment until the second installment date. This does not eliminate or change the requirement that a non-refundable pre-payment must be enclosed with the Contract, as set forth in Section III A above.

E. The University may terminate this Contract and withdraw housing privileges for failure to pay room/apartment charges by the required date(s) or for failure to complete an official room change when directed. Resident must vacate room/apartment upon 48 Hours notice of withdraw of privileges and all applicable housing charges may remain in effect.

G. Charges may be assessed to Resident for damage to or loss of University property in Resident's room, rooms of other students and in public areas.

F. Administrative fees or charges assessed for termination of the Contract by the Resident are set out in Section VII.

CONTRACT TERMS AND CONDITIONS CONTINUED ON REVERSE

I hereby contract for room accommodations in University Residence Halls for the
_____ **academic year**
(Year)

I have read and understand the terms and conditions listed in this contract and agree to comply with these. I understand that this is a legally binding contract. I understand that the pre-payment is NOT refundable in accordance with the terms of this contract.

Signature of Student

Date

Signature of parent or legal guardian if student is under the age of 18

Date

IV. Apartment, Room and Roommate Assignments

A. The University reserves the right to make apartment, room and roommate assignments. The University makes all assignments without regard to race, color, disability, religion, national origin, or any other basis prohibited by federal, state or local law.

B. This Contract is for available space. **The University cannot guarantee Resident will be assigned in accordance with his/her preferences.**

C. Apartment, room and roommate assignments will be made based upon the date and time of receipt of the online housing application, Resident's contract and non-refundable pre-payment. **The University reserves the right to determine, designate, change and/or restrict the utilization of the apartment and/or areas within apartments and areas within the residence halls and to make and/or change hall, room and roommate assignments accordingly at any time.**

D. Requests for roommates must be mutual with full name and University ID number on both students' housing application or on written requests signed by both students. Mutually requested roommates should have the same preferences marked in the same way on their housing application.

V. Changes in Apartment, Room and Roommate Assignments, Consolidation and Preferences

A. Housing assignments are personal, non-transferable and non-assignable. Prior to occupancy in August, Resident may request changes in stated preferences.

Requests must be made in writing to the central office of University Housing and signed by the Resident. Resident may then be reassigned without prior notice to him/her, if and when an apartment or space meeting the Resident's preference(s) becomes available.

B. Once campus housing opens in a given semester, Resident may request to make an apartment, room and/or roommate change during the times designated and published by University Housing, if space allows. University Housing must approve all room and/or roommate changes.

C. Students Living in Martin Hall or New Hall B

1. If a student chooses to move to a space other than Martin Hall, New Hall B, or Grand Campus; the student will be assessed the full housing rate for their Martin or New Hall space regardless of their housing rate change between the two spaces.
 - a. If Housing and/or the student is able to find another student to move into their vacated space within Martin Hall or New Hall B, then Housing will prorate the housing rate to the hall moved into.

D. A resident may not sublease or rent a room assignment or permit another person to share a private room assignment.

E. The University also reserves the right at any time to reassign, suspend, cancel or terminate the student room assignment due to facility changes, roommate conflicts, when it is in the best interest of either Resident or the residential community, disciplinary action and/or an emergency or casualty that renders the Resident's room unsafe or otherwise uninhabitable.

F. Double occupancy rooms are to be occupied by two persons. In case one of the occupants does not check in OR moves for any reason, the student who remains agrees to accept another room or roommate assignment, move to a consolidation room as assigned by University Housing, or pay for his/her room as a private room if available within the time frame established by University Housing. Furthermore, the University reserves the right at any time to move the Resident to another room, assign a roommate, or assess an additional charge for single room occupancy when only one student with a double room contract occupies a room.

G. If assigned to a learning community, Resident may be administratively moved to another assignment if they fail to meet the eligibility requirements or specific expectations of that community, including, but not limited to, declared major, failure to take the required course(s) and program attendance. During such a move, Housing will collaborate with Resident in the selection of a new room based on availability and eligibility.

VI. Housing check-in

The last day to check into campus housing at the beginning of each semester is 5:00 pm the first day of classes, unless special arrangements are made in advance with University Housing. If Resident fails to check in by this time, this Contract for housing will be cancelled after the first day of classes in the applicable semester and the University will retain all of the non-refundable pre-payment and 50% of the assigned housing facility rate. In the event of such cancellation, should Resident wish to reside in campus housing, the student will be required to reapply.

VII. Termination of the Contract by Resident

A. Resident may not terminate this Contract except as stated herein with prior written approval by University Housing. If Resident is released from Contract, Resident is responsible for paying all room charges reflective of the cancellation date.

B. Fall Semester Cancellation Fee Schedule:

1. The prepayment will not be refunded after it has been paid.
2. The Resident will be charged 50% of the assigned Housing Facility Rate for cancelling between Move-In Day – September 1. These charges also apply to Students with class schedules who applied for University Housing and then never move in to the Housing Facilities – No Shows.
3. The Resident will be charged 75% of the assigned Housing Facility Rate for cancelling between September 2 – September 15.
4. The Resident will be charged 100% of the assigned Housing Facility Rate for cancelling after September 15.

C. Spring Semester Cancellation Fee Schedule:

1. The prepayment will not be refunded after it has been paid.
2. The Resident will be charged 50% of the assigned Housing Facility Rate for cancelling between Move-In Day – February 1. These charges also apply to Students with class schedules who applied for University Housing and then never move in to the Housing Facilities – No Shows.
3. The Resident will be charged 75% of the assigned Housing Facility Rate for cancelling between February 2 – February 15.
4. The Resident will be charged 100% of the assigned Housing Facility Rate for cancelling after February 16.

D. Summer Semester Cancellation Fee Schedule:

1. 50% of the assigned Housing Facility Rate for cancelling between Move-In Day and two weeks after Move-In Day. These charges also apply to Students who applied for University Housing and then never move in to the Housing Facilities – No Shows.

E. After Resident has checked in and received a key, the Contract may only be terminated by Resident for official withdrawal from the University, or, if one of the following is applicable: appropriate University Housing facilities are not available, Resident marries and he/she intends to move in with spouse, or Resident is called for military deployment. Resident shall submit a written statement of the reason(s) for requesting the termination.

F. Residents who are eligible to commute as determined by published University guidelines may buy out the Spring semester of their signed contract by agreeing to pay 40% of the current room rate for the building and room assigned. This option is only available for the Spring semester and Resident must notify Housing in writing before the halls close for the Fall semester.

VIII. Termination of the Contract by the University

A. If Resident does not submit the first payment installment by the date specified by Student Accounting Services or have sufficient Financial Aid as set out in III D, the University may terminate this Contract and retain the non-refundable pre-payment. Furthermore, all applicable housing charges may remain in effect.

B. The University may terminate this Contract and require Resident to immediately vacate the room/apartment for the following reasons: (1) Failure to pay any payments or charges by the required date; (2) Official University disciplinary action requiring removal of the Resident from campus housing. In such instances, housing charges will remain in place.; (3) Failure to be registered for the required number of credit hours; (4) Violation of room/apartment or University policy, rules or regulations, including but not limited to, the Residential Community Guide/Apartment Living which is fully incorporated herein by reference; (5) Violation of the terms of this Contract; (6) An emergency or casualty rendering Resident's room unsafe or otherwise uninhabitable. (7) If the student is a threat to himself, herself, or to others (8) It is determined by the University that it is in the best interest of either Resident or the residential community. This determination shall be at the discretion of the Director of Residence Life or his/her designee.

C. A Resident who has his/her Contract terminated shall be provided an opportunity to appeal the decision upon written notice.

D. Failure to vacate the room/apartment upon notice of termination of the Contract by the University or the expiration of the Contract period (holding over) is prohibited and will result in additional charges for the period of time that Resident remains in the room after the Contract has been terminated or expired.

E. A Resident whose Contract has been terminated will still be liable for housing charges associated with this Contract. Resident may apply for an exemption/early release to request charges be removed.

IX. Liability

A. **The University is not responsible for loss or damage to Resident's or other person's money or valuables or personal property for any cause.** Moreover, the University is not responsible for any injuries, including but not limited to death, to Residents or guests, or damage to their property that may result from misuse of the premises. **Resident is encouraged to obtain renters insurance to insure his/her personal property.**

B. If Resident's room/apartment should become uninhabitable due to fire or other casualty or emergency, the University will attempt to relocate Resident in University housing if available. If the University is unable to relocate Resident to other University housing, then the University may terminate this Contract and issue Resident a prorated refund including the pre-payment based on hall and type of room assigned.

C. The University shall not be responsible for any failure to provide housing in the event conditions arise which are not wholly within its control (i.e. acts of God, fire, strike, lockouts, and riots).

X Rules, Policies and Regulations

Resident agrees to abide by all University policies, rules and regulations including, but not limited to, the Residential Community Guide, fully incorporated herein by reference, and which may be revised from time to time. Resident acknowledges that disciplinary action may be taken by the University in accordance with applicable rules, including, but not limited to, the EKU Student Handbook.

XI. Guests

Resident is responsible for the behavior of his/her guests. The University reserves the right to restrict the number of overnights stays any guest may spend in the residence hall. University Housing reserves the right to restrict access by guests who have violated University policy and/or present a threat to the safety or security of hall residents or its occupants. All applicable policies regarding guests must be adhered to. (See Residential Community Guide.)

XII. Right of Entry

A. By signing this Contract, Resident acknowledges, understands and accepts that Resident's room/apartment may be entered by University officials or staff in cases of emergency, for maintenance, pest control, safety/health inspection, and when Resident's behavior appears to violate the law or University regulations or policies.

B. In order to provide better health standards in the residence halls, the University takes periodic pest control measures. Resident will be notified when regular spraying, fogging, or other treatment will occur and the University reserves the right to exercise its Right of Entry in such cases.

C. Maintenance requests made by Resident or his/her roommate for work or repairs in their room grant University personnel the Right of Entry into the Resident's room without notification to the Resident.

XIII. Abandonment of Personal Property

Residents who leave without checking out properly with building staff and leave personal items behind will be notified that these items will be discarded after 5 business days. Personal items left after a resident properly checks out will also be discarded after 5 business days. The university assumes no responsibility for abandoned property in the residence halls."

XIV. Choice of Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky