

EASTERN KENTUCKY UNIVERSITY
Division of Student Success
Department of Housing & Residence Life
CONTRACT FOR CAMPUS HOUSING

CONTRACT TERMS AND CONDITIONS

The terms and conditions of the contract for campus 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 or students who have a dependent. 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. All other students have a mandatory \$300 declining balance. See ECU Dining Services for additional information.

C. Resident must be enrolled in at least nine (9) undergraduate hours or six (6) graduate hours for credit each semester at 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 in good academic and financial standing, making degree progress.

D. 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. Pursuant to ECU Policy 8.3.5 "individuals required to register as a sex offender are not allowed to live or work in University Housing and University Housing will not be provided to, or required of, any Registered Sex Offenders."

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 they move into their room/apartment on a pro rata basis. This proration schedule begins the day the resident checks in to their space and accepts key. 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 second day of classes or their assignment will be cancelled and the space made available for another Resident. All fee schedules from section VI will still apply.

C. Resident is expected to vacate their room/apartment within twenty-four (24) hours after their last final exam at the end of each semester and shall not remain in their 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 Office of Housing & Residence Life.**

D. Residence Halls will be closed and rooms may not be occupied during a Closed Period (Thanksgiving or Spring Break) except with permission from the Office of Housing & Residence Life. During Winter Term, residents may be permitted to remain in their room if they are taking a Winter Term course. They will be billed the Winter Term rate for this 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 and non-transferable pre-payment is required with this contract, and serves as a room reservation. The non-refundable and non-transferable 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 and non-transferable pre-payment will be retained as set out in Sections VI, VII and VIII. The pre-payment will be retained even if the student's contract is administratively canceled by Housing & Residence Life or 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 Housing & Residence Life 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.

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 24 hours notice of withdrawal of privileges and all applicable housing charges may remain in effect.

F. 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.

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

IV. Apartment, Room and Roommate Assignments

A. The University reserves the right to make apartment, room and roommate assignments; however, during specific periods the Resident will be able to self-select an assignment through a process administered by the University. Assignments made outside of these periods will be made by the University.

B. In accordance with the laws of the United States, the Commonwealth of Kentucky, and University policy, the University does not discriminate in the placement of Students in campus housing or in room assignments on the basis of age, race, color, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, ethnicity, disability, national origin, veteran status, and/or genetic information. Housing assignments based on gender are proportionate in quantity and comparable in quality in compliance with Title IX mandates.

C. This Contract is for available space. **The University cannot guarantee Resident will be assigned in accordance with their preferences.**

D. **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.**

E. For assignments made by the University, 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. Resident may make changes to their self-selected assignment throughout the self-selection periods. Requests made outside of the self-selection periods must be made in writing to the Office of Housing & Residence Life and signed by the Resident. Resident may then be reassigned without prior notice 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 Housing & Residence Life, if space allows. Housing & Residence Life must approve all room and/or roommate changes.

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

D. 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.

E. Double occupancy rooms are to be occupied by two persons. In the 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 Housing & Residence Life, or pay for his/her room as a private room if available within the time frame established by Housing & Residence Life. 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.

VI. Housing check-in

The last day to check into campus housing at the beginning of each semester is 5:00 pm the second day of classes, unless special arrangements are made in advance with Housing & Residence Life. If Resident fails to check in by this time, this Contract for housing will be cancelled after the second day of classes in the applicable semester and the University will retain all of the non-refundable pre-payment and will be charged a prorated amount of the 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 Housing & Residence Life. 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.

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2. The Resident will be charged a prorated amount of the Housing Facility Rate for cancelling between Move-In Day and August 23rd, 2021. These charges also apply to Students with class schedules who applied for campus housing and then never move in to the Housing Facilities – No Shows.
3. The Resident will be charged 50% of the assigned Housing Facility Rate for cancelling between August 24 – August 30.
4. The Resident will be charged 75% of the assigned Housing Facility Rate for cancelling between August 31 – September 13.
5. The Resident will be charged 100% of the assigned Housing Facility Rate for cancelling after September 14.

C. Spring Semester Cancellation Fee Schedule:

1. The prepayment will not be refunded after it has been paid.
2. The Resident will be charged a prorated amount of the Housing Facility Rate for cancelling between Move-In Day and January 17, 2022 if the Resident did not live on-campus in the Fall semester. If the Resident was living on-campus in the Fall, the Resident will be charged 50% of the assigned Housing Facility Rate for cancelling during these dates. These charges also apply to Students with class schedules who applied for campus housing and then never move in to the Housing Facilities – No Shows.
3. The Resident will be charged 50% of the assigned Housing Facility Rate for cancelling between January 18 – January 24.
4. The Resident will be charged 75% of the assigned Housing Facility Rate for cancelling between January 24 – February 7.
5. The Resident will be charged 100% of the assigned Housing Facility Rate for cancelling after February 8.

D. After Resident has checked in, the Contract may only be terminated by Resident for official withdrawal from the University, or, if one of the following is applicable: no campus housing facilities are available, Resident marries and 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, and present documentation, where applicable.

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 as of Nov 1, 2021. This option is only available for the Spring semester and Resident must notify Housing & Residence Life 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 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 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 believed to be a threat to themselves 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 their designee for behaviors including but not limited to: repeated disturbances to the community, continued violations of campus policy, or acts of violence.

C. A Resident who has their Contract terminated shall be provided an opportunity to appeal the decision upon written notice to the Executive Director of Residence Life. This notice will be sent via email to the student's university email account and procedures for appeal will be included therein.

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.

F. Upon reasonable notice, ECU reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. If ECU terminates housing contracts due to public health concerns, fifty percent of your per-semester housing fees will be non-refundable, and the remaining fifty percent of your per-semester housing fee will be reimbursed on a pro-rata basis depending on the date and the number of weeks remaining in the semester in which ECU Housing terminates the contract.

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. Resident is encouraged to obtain renters insurance to insure personal property.** You (and your undersigned parent or legal guardian, in the case of a minor) agree to indemnify and hold harmless the University and its regents, agents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of injury to your person or property or any of your guests while you reside in university housing, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by you or any of your guests in any event sponsored by university housing), unless such injury is caused by the negligence or intentional conduct of the University or its regents, agents or employees. You (and your undersigned parent or legal guardian, in the case of a minor) hereby release and forever discharge and hold harmless the University and its regents, agents and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Contract and the use of university housing. This release will be binding upon you (and your undersigned parent or legal guardian, in the case of a minor).

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 other campus housing if available. If the University is unable to relocate Resident to other campus 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, pandemics, and riots).

D. Resident acknowledges that by residing in the ECU Residence Halls during a health crisis, including the COVID 19 pandemic, Resident may be exposed to risks that may result in illness, personal injury or death, and that ECU cannot control these risks.

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 the Centers for Disease Control and Infection Guidelines, as well as guidelines from state and local health officials, will require ECU to periodically modify University Policies and Procedures, including but not limited to requiring facial coverings, requiring self-isolation, quarantining, social distancing, disinfection protocols, and limitation of access to common areas. Resident acknowledges that Resident shall comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or ECU Housing related to public health crises, including COVID-19.

Resident acknowledges that if they are quarantined, or in self-isolation on campus, Resident will regularly communicate with ECU Housing regarding their health status. A requirement to self-isolate or quarantine does not constitute a termination of a residential student's housing contract. Resident acknowledges that disciplinary action may be taken by the University in accordance with applicable rules, including, but not limited to, the ECU Student Handbook.

XI. Guests

A. **Resident acknowledges that responding to the COVID-19 pandemic and any pandemic is an ever-changing environment. To effectively respond to the pandemic, ECU Housing & Residence Life will establish evolving visitor protocols, which may include preventing non-EKU individuals from entering Residence Halls, limiting visitors who are not currently residing on campus, and limiting visitors to ECU students only. ECU Housing & Residence Life will disseminate and communicate the current visitor protocol to all ECU student residents. Resident acknowledges that Resident will review and adhere to the applicable visitor protocol and that failure to adhere to visitor protocols may result in immediate removal from ECU Residence Halls.**

B. Resident is responsible for the behavior of their guests. The University reserves the right to restrict the number of overnight stays any guest may spend in the residence hall. Housing & Residence Life 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, to verify occupancy at the start of each semester, 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 Resident's 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 Residence Life hall staff and leave personal items behind will be notified by their university email that these items will be discarded after 5 business days. Personal items left after a resident properly checks out will also be donated to charities or 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.