

KENT STATE UNIVERSITY
2014-2015 ACADEMIC YEAR

RESIDENCE HALL CONTRACT FOR ROOM AND DINING PLAN

IMPORTANT: *Read carefully prior to signing the attached application/contract.*

THE RESIDENCE HALL AND DINING PLAN CONTRACT IS FOR THE ENTIRE 2014-2015 ACADEMIC YEAR (FALL AND SPRING SEMESTERS), excluding semester breaks and holidays. The following dates are when the halls will be open:

August 24, 2014 – December 12, 2014

January 11, 2015 - March 20, 2015

March 29, 2015 - May 8, 2015

This contract is for space in the residence halls and is between Kent State University and the student, and/or parent or legal guardian if the student is under the age of eighteen (18).

A. OFFER

Kent State University offers to furnish room and dining plan (if contracted, see section H), excluding room for semester break and spring break, and board during Thanksgiving break, semester break, and spring break in consideration for payment of the fee in effect at the time of occupancy. The residence hall contract creates a license for the student to use campus housing and is not a lease. The relationship between Kent State University and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for the student to use residential housing subject to the conditions of this contract, superseding all previous contracts as well as any verbal statements or telephone conversations made concerning this contract.

This contract is issued for the 2014-2015 academic year or balance thereof, excluding the break periods. Therefore, once the student has agreed to this contract, he/she is expected to honor the contract for the balance of the length of the contract. Once executed, requests for exceptions/alterations or changes of the terms of this contract or the ensuing room and/or board plan must be submitted in writing by the individual signing this contract. For cancellation, see Section D.

1. Kent State University agrees to provide *space* in a university residence hall and the dining plan (if contracted) to the student named on this contract for the entire academic year or balance thereof.
2. The student agrees to be enrolled, and remain enrolled, for academic credit each semester. Failure to do so may result in termination of this contract. Part-time status *does not* terminate this contract. A schedule of all web-based courses *does not* terminate this contract.
3. By signing and submitting the contract (together with the application fee), the student agrees to accept Room and Dining Plan (if contracted) and pay the applicable fees for the *entire academic year, or remainder thereof*. When a student withdraws (exits) from the university or if a Contract Release is granted, this contract may be suspended only for the time during which these conditions occur. Should a student re-enroll (after exiting) or be reinstated (after being academically dismissed) during the same academic year this contract was signed, the obligation of this contract will be reinstated. Non-occupancy of assigned space does not terminate the Residence Hall Contract, and the appropriate charges under the contract will continue.
4. The student agrees that the terms, conditions, policies, rules and regulations contained in the *Hallways Handbook*, the *University Digest of Rules and Regulations*, and laws of the United States, and the State of Ohio, as may be amended from time to time, are incorporated herein by reference and are made a part of this contract the same as it is written herein.
5. The university, by action of the Board of Trustees, or designee, reserves the right to alter any conditions of this contract, including rates, upon thirty (30) day notice.
NOTE: The regular forfeiture and refund schedule does not apply to those situations that, by their nature, prohibit the university from rendering the contracted services. In the case that a refund is necessary or appropriate, the Board of Trustees will develop an alternative method that reflects the particular circumstances.
6. The student understands that he/she is held liable for damages to or the defacing of university property. In addition, all floor/community residents can collectively be held responsible for damages to public areas that cannot be attributed to specific individuals. Damage charges will be assessed to the student's Bursars account.

7. Air conditioning is operated only during the cooling season for those halls which offer this feature.

B. APPLICATION FEE

New applicants for residence hall space are required to submit a \$25 application fee when submitting the signed Residence Hall Contract. The fee is held by the university and is not applied to the cost of the room and/or food plan. This fee is non-refundable.

C. PRE-PAID HOUSING FEE

1. New applicants for residence hall space are required to submit a \$25 application fee when returning the signed Residence Hall Contract. Any student wishing to live in the residence halls must also pay a \$200 housing pre-payment at the time of application. New applicants will not be assigned a space in the residence halls until their \$200 pre-payment is paid in full.
2. Refund: The pre-paid housing fee will be refunded if the student informs the Department of Residence Services of cancellation of housing by June 1, 2014. Refunds will be made subject to outstanding debts owed to the university.
3. Forfeit: The pre-paid housing fee will be forfeited if the student cancels housing after June 1, 2014. Please refer to the section on Cancellation of Contract, section D, regarding refund or forfeiture of housing fees prior to the first official opening day of the residence halls.

D. CANCELLATION OF CONTRACT

Request for cancellation of the contract before moving into a residence hall (checking out residence hall room keys), and prior to the applicable opening day of the residence halls, will be accepted with one of the following guidelines:

1. A written request for cancellation received on or before June 1, 2014, for the fall semester, or January 1, 2015, for the spring semester (new spring semester applicants only) will result in the refund of the \$200 pre-paid housing fee.
2. A written request for cancellation received after June 1, 2014, for the fall semester, or January 1, 2015, for the spring semester (new spring semester applicants only) will result in forfeiture of the \$200 pre-paid housing fee.

A request for cancellation of the Residence Hall Contract, including Dining Plan (if contracted), must be done either by phone, by e-mail, or in writing, addressed to and received by: Department of Residence Services, Kent State University, P.O. Box 5190, Kent, Ohio 44242-0001. Students notifying the Department of Residence Services they will not be coming to Kent State University will result in the termination of the submitted residence hall application. *Further, the Department of Residence Services will not inform the Registrar's Office of the student's intentions. It is the student's responsibility to cancel all classes for which they are registered.* Students exiting the university between semesters must officially check out with residence hall staff and return keys/keycards to avoid charges.

If a student is not returning to the university for the spring semester, the student will be released from the contract. However, the student must inform the Department of Residence Services, by phone, e-mail, or written letter by 5 p.m. of the second Friday of November (academic dismissals exempt).

Request for cancellation of this contract *after* moving into a residence hall or *after* the applicable opening day of the residence halls will require a Petition for Contract Release,

and the student must show just cause for termination (major unforeseen circumstances). In order that all petitions may be reviewed and appeals, if needed, conducted prior to the start of spring semester, the deadline to petition for a contract release is 5 p.m. on the second Friday of November. Petitions received after this deadline may not be reviewed until after the start of the spring semester. Please note that the entire petitioning process may take between four to six weeks to complete. A petition for contract release form, as well as the procedural instructions, may be secured from the student's Residence Hall Director or Central Office. *This contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home.*

A forfeiture charge of 12.5 percent per week of the contracted room cost per semester will apply to students leaving the university and/or receiving a written release from their residence hall contract. Students will be charged a forfeiture rate for each week of occupancy. There are no room refunds after the seventh week of the semester.

IMPORTANT: A student submitting a written request for cancellation of the residence hall contract, who remains obligated under the University Housing Policy, must also follow the established procedure for requesting an exemption to the University Policy Regarding Student Housing. Please note that the terms of the signed Residence Hall Contract supersede the terms of the University Policy Regarding Student Housing.

E. TERMINATION OF CONTRACT BY THE UNIVERSITY

This contract may be terminated at the discretion of the Director of Residence Services if a student fails to comply with the terms of this contract, does not make the required payments by the designated due dates, is not formally enrolled for coursework accredited by Kent State University each academic semester, or engages in actions or activities contrary to the health, safety, welfare or security of self or other residents.

F. ASSIGNMENT TO HALL AND ROOM

Residence Services reserves the right to make all hall and room assignments. Residence Services may make changes in room assignments deemed advisable or necessary based on occupancy demands, facility issue, community concern, or other special accommodation needs. Such changes to a student's room assignment shall not be deemed a breach of this contract. If this should occur the room rate will be prorated to the published rate for the term in which the room is assigned.

G. INTERIM PERIODS (Breaks)

Residents of halls that are open during the break period(s) and who are returning to the residence halls for the next academic term or after spring break will be permitted to remain in residence during an interim period. Room fees for this period will be in addition to room fees for each semester as indicated in this contract. Students requesting to move into the residence halls before the contracted period (fall or spring), or requesting to stay after the official announced closing date at the end of the semester, will be billed at a per-night rate to the student's Bursar account.

H. DINING PLAN (Board)

The dining plan is required of all students who do not meet at least one criterion for exemption under the university policy regarding student housing. The dining plan contract is for the academic year. [p: 330-672-5391; f: 330-672-3291]

In the event of an authorized Contract Release from the dining plan portion of the contract, through the seventh week of the semester, the student will be refunded 90 percent of the current semester's balance on the dining plan. After the seventh week of the semester, 30 percent of the current semester's balance will be refunded, except for the last week of the semester when no refund will be awarded.

- University Dining Services agrees to advance to the spring semester, the unused portions of all money deposited into the student's food plan account, as long as the student remains on the food plan for the spring semester. No reduction in the spring semester's food plan charges will be granted.
- Funds remaining in the student's dining plan account at the time of the student's departure from the university (for whatever reason including, but not limited to, graduation, university-sponsored programs, end of spring semester, academic dismissal) shall revert to University Dining Services and shall not be refunded.
- If the student is not contracted for the spring semester food plan, the student forfeits the balance of the dining plan at the end of the fall semester.
- The dining plan account is non-transferable.

I. STUDENT FEES

Room and dining rates for the 2014-2015 academic year will be established by the Board of Trustees by July 2014. Specific room and dining plan charges will be reflected on the student's fee payment form which will be communicated by the Bursar in July and/or thereafter are available in the University Fee Register, which may be obtained at the Bursar's Office. For planning purposes only, the 2013-2014 room and dining plan fees are available online at www.kent.edu/housing and www.kent.edu/dining.

June 1, 2014

\$200 pre-paid housing fee due date for Fall Semester 2014.

August 8, 2014

Payment due date for students living on campus beginning Fall Semester 2014.

January 6, 2015

Payment due date for students living on campus beginning Spring Semester 2015.

Students must pay the full amount of all fees on their student account by the above due date or enroll in an Installment Payment Plan option available through the Bursar's Office and accessed via FlashLine/My Account. **Balances not paid by the due date may result in cancellation of room assignment** and subject to late fees.

J. INSURANCE

The university and Department of Residence Services will not assume any responsibility for any persons or property of the student from any cause, nor will the university and Department of Residence Services assume responsibility for any injury or damages, personal or property, while the student is a resident. **You are strongly encouraged to consider carrying some form of personal insurance if your family's policy does not cover your property while it is located at the university**

I have read, understand, and accept this Residence Hall and Dining Plan (if contracted) Contract including but not limited to the matter of payment, cancellations, forfeitures, consolidation and agree to assume the financial obligations and abide by the other terms, conditions and policies contained in the above TERMS AND CONDITIONS OF THE 2014-2015 ACADEMIC YEAR RESIDENCE HALL CONTRACT and as detailed, explained and expanded in the HALLWAYS HANDBOOK WHICH IS INCORPORATED HEREIN BY REFERENCE. I understand that failure to satisfy these obligations may result in de-registration from current term classes, denial of course registration, re-enrollment, or issuance of transfer of academic transcripts, denial of continuous occupancy in the residence halls, and/or other appropriate university action. Further, I understand this contract is for the **ENTIRE ACADEMIC YEAR** (or balance thereof) for space in the residence halls and cannot be cancelled except as specified in Cancellation of Contract, section D.