

KENT STATE UNIVERSITY

2024 SUMMER

RESIDENCE HALL CONTRACT

FOR THE CONTRACTED WEEKS DURING SUMMER 2024

The Residence Hall and Dining Plan Contract (“**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). **Please be aware that once the contract is signed, the terms of the contract incorporates by reference the University Policy Regarding Student Housing (Policy Register 3342-4-05: <https://www.kent.edu/policyreg/university-policy-regarding-student-housing>).**

A. OFFER

Kent State University agrees to provide a furnished room plan for payment of the fee in effect at the time of occupancy. The 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 **2024** summer session(s) marked on the application portion or balance thereof. Therefore, once the student has agreed to this contract, the student 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 must be submitted in writing by the individual signing this contract.

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.

B. STUDENT RESPONSIBILITIES

The residence halls at Kent State University are intended to support student success. To that end, all students living in the residence halls have the following responsibilities. These responsibilities are intended to support all individuals who live, work, and support these communities including the student entering the housing contract.

1. Student agrees to accept Room and pay the applicable fees for the entire summer session(s) marked on the application portion of this document, or remainder thereof. If a student withdraws (exits) from the university.
2. **Student understands that non-occupancy of assigned space does not terminate the contract.** If a student exits the University during the contract period, the student must notify University Housing and follow the checkout process. If a student exits the University and does not checkout of the residence hall, housing charges will continue.
3. Student agrees to the terms, conditions, policies, rules and regulations contained in the *Hallways Handbook*, the *University Policy Register*, laws of the United States, the State of Ohio, and all local laws for the City of Kent or Portage County.
4. Student agrees to be held liable for damages to 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 include replacement cost(s) along with any associated labor cost. Student agrees that any damage charges shall be assessed to the student's account.

5. Student agrees to support the safety, health, and well-being of the residence hall community. If a student's behavior compromises the safety, health, and well-being of the community, University Housing may refer the student to Counseling and Psychological Services or to the Office of Student Conduct. Failure to comply with this referral and/or continued compromising behavior will result in termination of the contract. Please refer to Termination of Contract section.
6. Student agrees to complete the residence hall checkout process at the conclusion of the contract period. The checkout process is outlined in University Housing closing procedures each semester and/or when a student is released from their contract. Students who do not complete this process will be assessed an improper checkout charge and lost key charge as appropriate.
7. COVID-19 Acknowledgement All students returning to campus will be required to comply with health requirements as established and published by Kent State University including but not limited to the “Flashes Safe Eight.” By executing this Contract for on-campus room and dining plan, it is fully understood that You, the Student, may be exposed to COVID-19 and other infections. Similar to other highly contagious viruses, it is understood that it is possible to contract the COVID-19 disease, even if the Student complies with all health and safety measures as required by Kent State University and as recommended by the Centers for Disease Control and Prevention (“CDC”) and the Ohio Department of Health (“ODH”). It is understood that although Kent State University is following the coronavirus guidelines issued by the CDC, ODH, and other experts to reduce the spread of infection, Student can never be completely shielded from all risk of illness caused by COVID-19 or other infections. By entering into this Contract, You knowingly assume the risks provided for herein.
8. At the time of the execution of this Agreement, the University requires that all students who live in residence halls must comply with the vaccination requirements posted at: <https://www.kent.edu/coronavirus/vaccine-requirement-scheduling>. The University may modify or otherwise revise these requirements at any time. If there is a modification to these requirements, the University will provide advanced notice to the Student.
9. Furthermore, Student may be required to submit to COVID-19 testing (asymptomatic and/or symptomatic as applicable) to live in residential housing at the University.

This may include testing for any purpose as directed by a University official including but not limited to testing for surveillance, outbreak investigation, exposure, or close contact, etc. prior to receiving access to your assigned residence hall; periodic or regular testing to continue to be permitted to live in on campus housing; or testing to determine if you may return to your original residence hall if in quarantine or isolation. **By entering into this agreement, you expressly agree and consent to submit to COVID-19 testing as may be required by the University in accordance with the University's policies and practices regarding the same.**

C. APPLICATION FEE

New applicants for residence hall space are required to submit a \$40 application fee when submitting the signed contract. The fee is held by the university and is not applied to the cost of the room and/or dining plan. This fee is non-refundable.

- a. New applicants to housing who have already submitted a fall 2024 Residence Hall Contract, with accompanying application fee, do not have to submit another \$40 fee.
- b. Continuing residence hall students who lived in the residence halls spring 2024 do not have to submit an application fee with this contract.

CI. CANCELLATION OF CONTRACT

Request for cancellation of the contract before moving into a residence hall, and prior to the contract start date, will be accepted with one of the following guidelines:

1. If a request for cancellation is received by phone or via email at housing@kent.edu on or before the Friday prior to the beginning of the period housing is requested, all housing charges shall be credited to the student's account.

CII. TERMINATION OF CONTRACT BY THE UNIVERSITY

If a student fails to comply with the terms of this contract, the contract may be terminated by the executive director of University Housing. Termination of the contract will be communicated in writing to the student. If a student chooses to appeal, the student must do so in writing to the vice president for student affairs within five business days.

CIII. IMMEDIATE SUSPENSION FROM HOUSING

If a student fails to comply with the terms of this contract in a manner that compromises the safety, health, and/or well-being of the residence hall community, this contract and the student's occupancy

of the residence hall space may be immediately suspended from housing by University Housing for a defined period of time as provided for in writing to the student. Notification of an immediate interim suspension from housing will be communicated in writing to the student. If a student chooses to appeal, the student must do so in writing to the senior vice president for student affairs within five business days of receiving notice of such interim suspension. A student is not permitted to remain on campus during the appeal process.

G. SURRENDER OF ROOM SPACE

Upon cancellation or termination of the Residence Hall Contract pursuant to the terms provided herein, the student shall immediately remove all personal items and vacate the room space upon the effective date of such cancellation or termination. Any items left in the room after the effective date will be disposed of in accordance with University Housing procedures in place.

H. ASSIGNMENT AND SUBCONTRACTING

University Housing reserves the right to make all hall and room assignments. University Housing may make changes in room assignments deemed advisable or necessary based on occupancy demands, facility issues, 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. If a student is asked to move for room consolidation purposes and opts not to, the student is subject to a room buyout charge.

This Contract is between the student signing and the university. The Contract cannot be assigned to anyone else. If a student needs to cancel this Contract, see the Cancellation of Contract section.

I. END OF SUMMER EARLY ARRIVAL TO ACADEMIC YEAR ASSIGNMENT

Students who have contracted for housing for the academic year who have also contracted through the end of summer will move into their academic year assignments on August 3rd through 4th.

J. INSURANCE

The university and University Housing will not assume any responsibility for any persons or property of the student from any cause, nor will the university and University Housing 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 **2024 SUMMER 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 space in the residence halls during Summer 2024 and cannot be canceled except as specified in the Cancellation of Contract section. This agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

2024 Summer Residence Hall Contract and Application Special Notes

Dear Prospective Summer Housing Student,

Please do not fill out and submit the Application for Summer Housing until you have carefully read this information. The information contained here may affect your plans to reside in Summer Housing.

Housing for summer students will be located in Leebrick Hall and the first floor of Centennial Court C. Rates include:

- **Leebrick Hall Single Room:** \$200 per week
- **Centennial Court C Single Room with Shared Bathroom:** \$250 per week (very limited availability)

Rooms will be assigned on a first come-first served basis. Room diagrams and information regarding amenities for the residence halls may be viewed on the University Housing homepage at <http://www.kent.edu/housing/floor-plans>. Current (Spring 2024) residents of Leebrick Hall may be assigned to their current room provided their summer application is made prior to the time that summer room assignments are determined. Once assignments are made, they will not be adjusted to accommodate a late summer applicant's room preference.

University Housing is offering a **25%** discount on the housing room rate to those who live on campus for the **entire summer** (Sunday, May 12 to Saturday, August 3). This discount will be calculated and applied to the Summer Room Rate when the Summer Housing charges are added to the student's Bursar Account.

In order to do annual maintenance, there may be testing of utilities, internet, and other systems throughout the summer, at which times these services may be down. Due to maintenance projects, there may be unplanned power outages as well. Signs will be posted to inform residents of the dates that planned outages may occur. However, though unlikely, please keep in mind that unexpected service interruptions may occur at any time.

All policies of the residence halls will remain in effect throughout the summer. Specific policies regarding visitation and quiet hours for Summer Housing will be posted in the living areas. A copy of the Hallways Handbook is posted at kent.edu/housing/hallways-handbook. A board plan will be available during summer sessions. Please refer to <https://www.kent.edu/dining/meal-plans>, the University Culinary Services office at 330-672-2541, or the FLASHCard Office at 330-672-2273 for further information about dining during the summer.

Summer Housing is available for selection on a weekly basis; contract weeks are from Sunday to Saturday. Please carefully mark the appropriate weeks during which you are requesting housing. Your bill for housing will be based on what you mark on the Application/Contract. If you decide to cancel or modify your contract for Summer Housing after submitting it, please contact Ashley Andrews, Assignments Coordinator, at aandre25@kent.edu. The deadline to cancel is the Friday before the Summer Housing Contract Week for which you wish to modify.

Please note, if you are planning to live in housing during the fall 2024 and would like to transition to your fall assignment when Summer Housing ends, you will begin your transition starting August 3rd, 2024. You will receive an email with specific instructions for the transition when the time comes. If you decide to transition to your fall room, your student account will be billed for an additional week of summer housing at \$200 for early arrival.

Kent State University affirmatively encourages diversity by providing equal opportunities to all persons without regard to race, color, religion, gender, age, sexual orientation, national origin, disability, or identification as a disabled veteran or veteran of the Vietnam era. University Housing supports this commitment and will not make room assignments or changes contrary to this policy, although buildings and areas are predesignated for male and female residency. Our students share areas with individuals who usually have completely different life experiences or backgrounds. We are not asking that you change, but that you come with an open mind, accepting individual differences.

Assignment letters will be emailed during the Spring Finals Week (May 6-10) for those who are transitioning from their Spring 2024 assignment to their summer assignment. All other assignments will be sent out the Friday before your first week of Summer Housing. Should you decide to reside in the residence halls this summer, I hope your stay with us is pleasant. Feel free to contact me with any questions.

Sincerely,
Ashley Andrews
Assignments Coordinator
University Housing