

KENT STATE UNIVERSITY

2024-2025 ACADEMIC YEAR

RESIDENCE HALL CONTRACT FOR ROOM AND MEAL PLAN

THE RESIDENCE HALL AND MEAL PLAN CONTRACT IS FOR THE ENTIRE 2024-2025 ACADEMIC YEAR (BOTH FALL AND SPRING SEMESTERS), **excluding winter break**. The following dates make up the contract period. Move-in dates are announced separately and occur prior to the start of the contract period. The residence halls close on the Saturday of finals week each semester.

Fall semester contract period: August 18, 2024 – December 14, 2024.

Spring semester contract period: January 12, 2025 – May 10, 2025.

The Residence Hall and Meal 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 and meal plan (if contracted, see Meal Plan section), excluding room for the winter break period and dining during Thanksgiving holiday, winter break, and spring recess, 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 for the period the residence halls are open (above) during the 2024-2025 academic year or balance thereof, excluding the break periods. 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 be enrolled, and remain enrolled, for academic credit each semester. Part-time status *does not* terminate this contract. A schedule of all or partial web-based courses *does not* terminate this contract.
2. Student agrees to accept Room and Meal Plan (if contracted) and pay the applicable fees for the *entire academic year, or remainder thereof*. If a student withdraws (exits) from the university or if a Contract Release is granted, this contract will be suspended at the time of the student’s checkout. 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.
3. **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 properly checkout of the residence hall, housing charges will continue.
4. 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.
5. 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.
6. 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.
7. 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.

8. The University requires all students who live in residence halls to provide proof of immunizations outlined in the university immunization policy found at: <https://www.kent.edu/policyreg/administrative-policy-mandatory-immunization-screening-students>. Students are required to comply with all health and safety laws, policies, and regulations adopted by the University as it relates to communicable diseases. The University may modify or otherwise revise these requirements as circumstances warrant. By residing on campus, the Student understands and assumes the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to communicable diseases. The Student has considered their own personal health status and understand that these risks cannot be eliminated.

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.

D. HOUSING PRE-PAYMENT

Any student contracting for housing 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 the pre-payment is paid. Please refer to the sections on Cancellation of Contract and Housing Forfeiture Schedule for information on cancellation requirements and forfeiture of housing fees.

E. CANCELLATION OF CONTRACT

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

1. If a request for cancellation is received by phone (330-672-7021) or via email at housing@kent.edu on or before May 1 for fall semester, or on or before January 1 for the spring semester (new spring semester applicants only), all housing charges for that semester shall be credited to the student's account.
2. If a request for cancellation is received by phone (330-672-7021) or via email at housing@kent.edu after May 1 for fall semester, or after January 1 for the spring semester (new spring applicants only), the \$200 housing pre-payment will be forfeited.

Request for terminating the contract after moving into a residence hall, or after the contract period, will be considered with one of the following guidelines:

1. **Student not enrolled at the University during the contract period:** if the student ceases to be enrolled at the University for any reason during the contract period, this

contract shall terminate immediately. Should this occur, the student must vacate their assigned room and complete the checkout process. Once the checkout process is complete, the applicable housing forfeiture charge will be applied to the student's account. Please refer to the Housing Forfeiture Schedule section.

2. **Student enrolled at the University during the contract period:** a student who is enrolled at the University during the contract period is generally not eligible to terminate their contract. A student who has extenuating circumstances may petition for a release from the contract through the *Petition for Contract Release* process. The *Petition for Contract Release* process requires students to demonstrate a significant and unforeseen change as defined in the *Petition for Contract Release* materials. The contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home. The *Petition for Contract Release* process and associated forms are available at www.kent.edu/housing or by emailing housing@kent.edu. While this process can be done at any time, students should be aware of the housing forfeiture schedule when submitting their petition. Please refer to the Housing Forfeiture Schedule section.

F. HOUSING FORFEITURE SCHEDULE

Cancellation of the contract after moving into a residence hall, or after the start of the contract period (whichever comes first), requires communication with University Housing. If a student is eligible and/or approved for cancellation (see Cancellation of Contract section), the student is subject to the following housing forfeiture schedule.

A forfeiture schedule of 20 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 whether they occupy the space or not. There are no room refunds after the fourth week of the semester. An outline of the housing forfeiture schedule is listed below:

- Cancellation in **week one (1)** of the applicable semester: **forfeit 20%; refund 80%**
- Cancellation in **week two (2)** of the applicable semester: **forfeit 40%; refund 60%**
- Cancellation in **week three (3)** of the applicable semester: **forfeit 60%; refund 40%**
- Cancellation in **week four (4)** of the applicable semester: **forfeit 80%; refund 20%**
- Cancellation **after** week four (4) of the applicable semester: **forfeit 100%; refund 0%**

G. NOT RETURNING FOR SPRING SEMESTER

The Residence Hall and Meal Plan Contract is for the entire academic year (both fall and spring semester), or remainder thereof. If a student is not planning to enroll in classes for spring semester, the student must contact University Housing to coordinate and complete checkout of the residence hall **before** January 12, 2025, to avoid spring semester housing charges. University Housing does not verify enrollment until after the final day to add a class which occurs at the end of the first week of the semester. If a student waits for University

Housing verification of non-enrollment they will be subject to the housing forfeiture schedule. Please refer to the Housing Forfeiture Schedule section.

H. TERMINATION OF CONTRACT BY THE UNIVERSITY

If a student fails to comply with the terms of this contract, the contract may be terminated with immediate effect by University Housing. Termination of the contract will be communicated in writing to the student. If contract termination occurs, the forfeiture schedule outlined in the Housing Forfeiture Schedule section will apply. If a student chooses to appeal a contract termination, the student must do so in writing to the senior vice president for student affairs within five business days of receiving notice of such termination. A student is not permitted to remain on campus during the appeal process.

I. 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.

J. 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.

K. 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 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. 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 by the student to anyone else. If a student needs to cancel this Contract, see the Cancellation of Contract section.

L. HOUSING OUTSIDE OF CONTRACTED DATES

University Housing offers limited housing options for dates not covered in the contract period. Subject to availability, students interested in staying during the winter break period or dates prior to or subsequent the contract period may do so and will be assessed charges accordingly. When a student stays during these times, all residence hall policies remain in effect.

Staying during winter break:

If space is available, students can stay in the residence halls during the winter break period. Room charges for the winter break period will be in addition to room fees for each semester. Break housing stipulations and applicable fees will be outlined in the break housing application process.

Arriving early:

Students requesting to move into the residence halls before the announced move-in dates for fall or spring semester must apply through the "early arrival" process. Room charges for early arrival will be in addition to room fees for each semester. Early arrival stipulations and applicable fees will be outlined in the early arrival application process.

Staying late:

Students requesting to stay after the official closing date at the end of the semester must make arrangements with their hall staff as outlined in the end of the semester closing information. Room charges for staying late will be in addition to room fees for each semester. Staying late stipulations and applicable fees will be outlined in the end of the semester closing information.

M. MEAL PLAN

The meal plan is required of all students who do not meet at least one criterion for exemption under the university policy regarding student housing. In the event of an authorized contract release, the meal plan would be refunded in accordance with the following guidelines.

During the first two weeks of each semester:

100% of the total cost of the plan minus any declining balance usage

Weeks Three (3) through Weeks Four (4):

75% of the total cost of the plan minus the following deductions:

- 1) Any declining balance used
- 2) The daily rate times the number of AYCTE (All You Care to Eat) operating days in the semester until the request was approved
- 3) Daily rate calculated by the cost of the meal swipe portion of the meal plan divided by the number of operating days in a semester

Week Five (5) through Six (6):

50% of the total cost of the plan minus the following deductions:

- 1) Any declining balance used
- 2) The daily rate times the number of AYCTE (All You Care to Eat) operating days in the semester until the request was approved
- 3) Daily rate calculated by the cost of the meal swipe portion of the meal plan divided by the number of operating days in a semester

Week Seven (7) through the conclusion of the semester:

There are no refunds after the seventh week of the semester

Meal plans expire on the end date of the contract period aligning with the close date of the residence halls.

Meal swipes, guest swipes, and downtown dining dollars do not rollover to the following semester. Declining balance funds will remain available on the student's meal plan account until a student's department from the University (for whatever reason, including, but not limited to, graduation, transfer to another university, academic

dismissal). Declining balance funds remaining in the student's meal plan account at the time of the student's departure are forfeited.

The meal plan account is non-transferable.

N. ROOM AND MEAL PLAN RATES

Room and meal plan rates for the upcoming academic year will be established by the Board of Trustees **annually by July**. Specific room and meal plan charges will be communicated to the Bursar's Office in July and will be reflected on the student's account thereafter. For planning purposes only, the room and meal plan fees for the current academic year are available online at www.kent.edu/housing and www.kent.edu/dining.

Students must pay the full amount of all fees on their student account by the due date determined by the Bursar. **Balances not paid by the due date may result in cancellation of room assignment.**

O. 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 Contract for Room and Meal Plan (if contracted) 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 2024-2025 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. This agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.