

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

This Contract for Campus Housing (the “Contract”) is a legally binding agreement between you as a student and Eastern Kentucky University (the “University”). A student is referred to in this Contract as “you”, “student”, “Resident” or referred to along with other students of the University as “Students” or “Residents”. We urge you and your parent or legal guardian to read the terms and conditions of this Contract carefully. If you are under 18, your parent or legal guardian must sign this Contract to guarantee your obligations. Even if you are over 18, we encourage your parent or legal guardian to review this Contract, so they understand the obligations you are undertaking. **BY SIGNING THIS CONTRACT, YOU (AND YOUR PARENT OR LEGAL GUARDIAN IF APPLICABLE) REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT.** 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 60 HOURS, OR LESS THAN FOUR ACADEMIC SEMESTERS LIVING ON CAMPUS, ARE REQUIRED TO LIVE IN UNIVERSITY RESIDENCE HALL FACILITIES.

Exceptions are made for students residing with their parents in the parents’ principal residence within 50 miles of the Richmond campus or students who have a dependent. Students living with a parent or legal guardian must fill out the Commuter Form in order to not be charged. This must be completed prior to the first day of classes. **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 60 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 twelve (12) 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. **The period of this Contract is an Academic Year, which for purposes of this Contract shall mean Fall and Spring semesters only.** This Contract is binding as of the date you, or your parent or legal guardian (if applicable), execute this Contract by either submitting it online, signing it electronically or signing a printed version. 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 the 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 p.m. the first day of classes or their assignment will be canceled, and the space made available for another resident. All fee schedules 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 may be closed and, if so, rooms shall not be occupied during a Closed Period (e.g., Thanksgiving, Winter Break, Spring Break). However, Residents unable to leave campus during such Closed Periods may be able to remain in the Residence Halls upon proper application and payment of applicable fees. Approval to stay during a Closed Period does not guarantee you will be permitted to stay in the space you have actively been occupying. Housing & Residence Life reserves the right to place you in a space in any Residence Hall for the duration of the Closed Period.

E. Prior to the beginning of each Closed Period, the Resident must comply with the administrative sign-out/checkout procedure. A fee of Fifty Dollars (\$50.00) may 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 Colonel Commitment Fee or Housing Commitment Fee (collectively the “Commitment Fee”) is required with this Contract and serves as a room reservation. The non-refundable and non-transferable Commitment Fee is required even if Resident is or will be on a scholarship or has other financial aid that covers full room costs. If this Contract is canceled/terminated the non-refundable and non-transferable Commitment Fee will be retained as set forth herein. The Commitment Fee 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 Housing Commitment Fee will be refunded. If the required fee associated with this Contract was satisfied by the Colonel Commitment Fee the Colonel Commitment Fee will not be refunded.

C. The charges for room/apartment vary according to room type. For the most current housing rates, please refer to the Housing & Residence Life website: eku.edu/housing. 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. Deadlines and details are found at eku.edu/studentaccounting.

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/apartment, rooms/apartments of other students, and in public areas.

G. Administrative fees or charges assessed for termination of the Contract by the Resident are further set forth herein.

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 and does not guarantee that you will be assigned to a specific housing facility, room type, roommate, or area of campus. **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 room/apartment and/or areas within rooms/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 last four digits of the University ID number on both students' housing applications 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. Moving into a space without prior approval by Housing & Residence Life will result in a fee for the performance of an illegal room change.

C. 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, disciplinary action, security, consolidation, and/or an emergency or casualty that renders the Resident's room unsafe or otherwise uninhabitable; when it is in the best interest of either Resident or the residential community; and/or, in the interest of order or in achieving optimal utilization of University housing.

E. Double or Triple occupancy rooms are to be occupied by two or three persons, respectively. In the case one or more of the occupants does not check in or moves for any reason, the remaining student(s) agrees to accept another room or roommate assignment, move to a consolidation room as assigned by Housing & Residence Life, or pay the private or semi-private room rate if available and applicable 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 or triple room contract occupies a room.

F. The Center for Student Accessibility serves as the point of contact for accommodation requests for campus housing. More information can be found at eku.edu/accessibility and University Policy 1.3.1, Animals on Campus, and Policy 1.3.4, Reasonable Accommodations.

VI. Housing Check-In and Room Condition Inventory Report

A. 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 canceled after the second day of classes in the applicable semester, the University will retain all of the non-refundable Commitment Fee associated with this Contract, and Resident 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.

B. Prior to occupying the assigned space, Resident must complete and electronically sign a Room Condition Inventory (RCI) report certifying the condition of the assigned unit as of the date occupancy begins. The Room Condition Inventory (RCI) report must be submitted by the deadline given and published by Housing & Residence Life. No alterations to the Room Condition Inventory report will be accepted after this deadline. At the termination of this Contract, Housing & Residence Life may inspect the assigned unit and assess Resident for any damages to the unit, its fixtures, and/or any appliances and furniture identified in the Room Condition Inventory Report Form completed at the beginning of occupancy. Failure to complete the RCI report does not excuse Resident from returning the room to the condition at initial occupancy or from any subsequent charges assessed by Housing & Residence Life.

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 Commitment Fee associated with this Contract is non-refundable.
2. The Resident will be charged a prorated amount of the Housing Facility Rate for canceling between Move-In Day and the last day to Add or Drop a class for the Fall Full Term based on the Full-Term refund schedule found in the ECU *Colonel's Compass* for the Fall Term associated with this Contract. These charges also apply to Students with class schedules who applied for campus housing and then never moved into the Housing Facilities, i.e. "No Shows".
3. The Resident will be charged a percentage, up to the full amount, of the assigned Housing Facility Rate for canceling after the last day to Add or Drop a class for the Fall Full Term based on ECU *Colonel's Compass*. Please see ECU *Colonel's Compass* for more information on refund percentages.

C. Spring Semester Cancellation Fee Schedule:

1. The Colonel Commitment Fee will not be refunded after it has been paid.
2. The Resident will be charged a prorated amount of the Housing Facility Rate for canceling between Move-In Day and the last day to Add or Drop a class for the Spring Full Term based on the Full-Term refund schedule found in the ECU *Colonel's Compass* for the Spring Term associated with this Contract. If the Resident was living on-campus in the Fall Term prior, the Resident will be charged 50% of the assigned Housing Facility Rate for canceling during these dates. These charges also apply to Students with class schedules who applied for campus housing and then never move into the Housing Facilities, i.e. "No Shows".
3. The Resident will be charged a percentage, up to the full amount, of the assigned Housing Facility Rate for canceling after the last day to Add or Drop a class for the Spring Full Term based on ECU *Colonel's*

Compass. Please see *EKU Colonel's Compass* for more information on refund percentages.

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. In the case of Contract termination for an approved reason as defined within this Contract, Resident remains responsible for paying a percentage, up to the full amount, of the assigned Housing Facility Rate for canceling after the last day to Add or Drop a class for the Term based on *EKU Colonel's Compass*. Please see *EKU Colonel's Compass* for more information on refund percentages.”

E. 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 at the time of notification. 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. Once a buyout is requested, Resident is responsible for any additional fees due to a change in room rate.

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 Commitment Fee. 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; (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 (found here: <https://eku.edu/housing>), 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; and/or, (8) It is determined by the Director of Residence Life or their designee that it is in the best interest of either Resident or the residential community due to, for example, 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 pursuant to this Section shall be provided an opportunity to appeal the decision upon written notice to the Executive Director of Housing & 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 (i.e., 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 has expired.

E. A Resident whose Contract has been terminated pursuant to this Section will not have a refund for the time period remaining under the Contract, and Resident is still responsible for the full housing charges associated with this Contract. Resident may apply for an exemption/early release to request charges be removed. An application for exemption/early release is not guaranteed to be approved and is subject to the refund percentages as defined in the *EKU Colonel's Compass*.

F. 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, the University may terminate this Contract and issue Resident a prorated refund based on hall and type of room assigned. If the commitment fee paid with this Contract was the Housing Commitment Fee it will be refunded under this circumstance. If the commitment fee paid with this Contract was the Colonel Commitment Fee it will not be refunded.

G. Upon reasonable notice, EKU reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19.

IX. Liability, Release, Indemnification & Hold Harmless

A. **The University is not responsible for loss or damage to Resident's or other person's money, valuables, or personal property for any cause. Resident is encouraged to obtain renters insurance to insure personal property.** Resident and, in the case of a minor, Resident's undersigned parent or legal guardian 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 Resident's person or property or the person or property of any of Resident's guests while Resident resides in university housing, regardless of the cause. This hold harmless provision also applies to, for example, injury resulting from engagement, involvement, or participation by Resident or any of Resident's 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. Resident and, in the case of a minor, Resident's undersigned parent or legal guardian 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 Resident (and Resident's undersigned parent or legal guardian, in the case of a minor), your heirs and assigns.

B. 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. Force Majeure

A. In the event of an unforeseeable cause beyond the control of the University, including, but not limited to, acts of God, fire, strikes, lockouts, pandemics, floods, strikes, other severe weather, interruption of utility services, acts of terrorism, and other unforeseeable accidents, University shall not be responsible for continuing to provide Resident housing. University reserves the right to maintain the safety of the housing facility, including but not limited to temporarily or permanently removing you from campus housing.

B. If the housing facility, and/or all or part of a housing facility is closed due to a force majeure (as defined above), University may suspend or terminate this Contract without prior notice. If a housing facility is closed pursuant to this paragraph, University will use its best efforts to provide Resident with alternative housing.

XI. Rules, Policies and Regulations

A. 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.

B. 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.

C. If Resident self-selects, is assigned, or is awarded a room in or room change to Grand Campus, Martin, North, or South Hall, Resident should refer to the Housing & Residence Life's Drywall Policy, which may be found on the Housing & Residence Life website.

XII. Guests

A. Resident acknowledges that responding to any pandemic is an ever-changing environment. To effectively respond to a pandemic, ECU Housing & Residence Life will establish evolving visitor protocols, which may include preventing non-ECU 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, and guests are obligated to adhere to the policies and procedures of the University. 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.

XIII. 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, in case of need to verify occupancy, and/or 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.

D. Resident must exercise care and a level of cleanliness for their space. Housing and Residence Life will conduct health and safety inspections of your unit. Failure in inspections may result in additional fees and charges.

XIV. Abandonment of Personal Property

A. The University assumes no responsibility for abandoned property in the residence halls.

B. Personal items left after a resident properly checks out will be donated or discarded after five (5) business days.

C. Residents who leave the University, whether voluntarily or involuntarily, without checking out properly with Residence Life hall staff and who leave personal items behind will be notified by their university email that these items will be donated or discarded after five (5) business days. Alternatively, rather than donating or discarding abandoned personal property, the University reserves the right to, at the University's discretion, permit the person listed as the Resident's emergency contact to retrieve the Resident's personal items and check out on their behalf. Accordingly, by entering into this Contract, Resident agrees to keep a current emergency contact on file with Housing & Residence Life and, in lieu of having abandoned personal property donated or discarded, consents to such emergency contact retrieving their belongings and completing check out procedures on their behalf.

XV. Miscellaneous

A. **Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

B. **Notices.** You agree that University will communicate with you through your official University email account for all aspects of this Contract, including but not limited to, housing charges, notices of other charges, refunds, and housing information notices. You agree to check your official University email account on a regular basis. Your failure to check your official University email account does not relieve you from any obligations under this Contract.

C. **Entire Contract.** All University rules, regulations, policies, and procedures (including but not limited to those published at policies.eku.edu as well as those found in the Residential Community Guide at <https://eku.edu/housing/resources>), the Colonel's Compass (<https://www.eku.edu/colonelscompass/>), and the Student Handbook (<https://dos.eku.edu/>) are incorporated herein and are part of this Contract.

D. **Waiver.** No waiver by the University of any breach or obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.

E. **Amendment of Laws.** In the event that, subsequent to the execution of this Contract, any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Contract is enacted, amended or repealed, the University will elect to perform in accordance with such statute, amendment or act of repeal in lieu of complying with the analogous provision of this Contract.

F. **Severability.** The invalidity of one or more provisions in this Contract shall not affect the validity of any other provision hereof, and the Contract shall be construed and enforced as if such invalid provision(s) were not included.

BY DIGITALLY OR ELECTRONICALLY SIGNING THIS CONTRACT, YOU STATE THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT. If you are under 18, a parent or legal guardian must sign this Contract along with you. If you are over 18, this Contract, once signed by you, is binding even if not reviewed by your parent or legal guardian. Before signing this Contract, you and, if applicable, your parents or legal guardians are urged to read carefully all terms and conditions of this Contract. Failure to read this Contract in full shall not be a defense to the University's enforcement of this Contract.