

STUDENT HOUSING AGREEMENT

This Housing Agreement is a legally binding contract which establishes the terms and conditions for all students living in University housing.

1. <u>Meal Plan Requirement</u>. Students living in University housing are required to carry a meal plan, regardless of their assigned residence hall. A student may be eligible to cancel their meal plan and receive a refund or prorated credit if released from this Agreement and prior to the deadline for financial adjustments has passed. Once the deadline has passed, no meal plan adjustments will be made.

2. <u>Eligibility Requirements</u>. To be eligible to live in University housing, students must be officially admitted to the University, enrolled in at least one (1) credit hour, and demonstrate the financial capability to pay University tuition, room, board, and fees prior to the student's scheduled move-in day. If a student fails to meet these requirements at any time while living in University housing, the student is required to immediately notify the Office of University Housing.

3. **Withdrawal**. Upon withdrawal from the University, residents are required to notify the Office of University Housing of this event and immediately vacate their residence hall room. Depending on the date of withdrawal, a resident may be responsible for some or all unpaid housing and dining rates and fees. Residents who fail to notify the Office of University Housing of their withdrawal from the University may be prohibited from living in University housing in the future.

4. **Payment of Rates**. Housing and dining rates are set by the University and approved by the Board of Regents annually. Residents are responsible for paying all housing and dining rates according to the deadlines established by the University. Failure to pay rates by the established deadlines is considered a breach of this Agreement and may result in removal from University housing. The University reserves the right to change room rates and other charges and fees if circumstances require adjustments, subject to approval of the Board of Regents.

5. <u>Room Key</u>. Upon check in, residents are responsible and liable for their room key. If a key is lost or stolen, the resident will be charged for replacement of the key and/or costs to change locks. Residents are responsible for turning in their key at the time of check out and will be charged for replacement of the key if they fail to do so.

6. <u>Mailbox</u>. The University offers two mail rooms to serve residents— in Norse Commons and Callahan Hall. Mailboxes for Kentucky Hall, Commonwealth Hall, University Suites, Callahan Hall, Northern Terrace, and New Residence Hall are located in the building lobbies. Residents are expected to use their mailbox for personal use and for lawful purposes only. Students are responsible for turning in their mailbox key and updating their personal mailing address upon check out of the residence hall. Students will be charged for replacement of lost or stollen keys.

7. <u>University Communication</u>. The University will communicate with students through the student's official University email account. Students are encouraged to regularly check their email account and failure to do so does not relieve a student from their responsibilities under this Agreement and University policy.

8. <u>Term and Cancellation</u>. This Agreement is binding upon signature of the resident and their parent or legal guardian (if under the age of eighteen (18) years old) and continues until the date the resident is required to check out of the residence hall, according to the required deadlines established by the University. Dates will vary depending on whether the resident elects to live in University housing for an Academic Year, Fall to Fall, or Summer term. Residents may cancel their housing assignment at any time, but, depending on the date of cancellation, may still be responsible for some or all housing and dining rates. The Room Cancellation Schedule sets forth the responsibility of the resident for payment depending on the date of cancellation. All housing cancellation requests should be made in writing to the Office of University Housing.

Term	Start Date	End Date		
Academic Year	August 14, 2025	May 9, 2026		
Fall Semester	August 14, 2025	December 13, 2025		
Winter Term	December 14, 2025	January 10, 2026		
Spring Semester	January 11, 2026	May 9, 2026		
Summer Term	May 10, 2026	August 19, 2026		
Fall to Fall	July 15, 2025	July 15, 2026		

HOUSING TERM

ROOM CANCELLATION SCHEDULE

Cancellation Date	Resident Financial	Meal Plan Credit	
Cancellation Date	Responsibility		
Academic Year and Fall to Fall	Resident is responsible		
cancellations prior to May 31, 2025	for 0% of fall semester		
	housing fees		
Academic Year and Fall to	Resident is responsible		
Fall cancellations between June 1, 2025 and			
June 30, 2025	housing fees		
Academic Year and Fall to	Resident is responsible		
	for 50% of fall semester		
July 31, 2025	housing fees		
Academic Year and Fall to	Resident is responsible		
Fall cancellations between August 1, 2025	for 75% of fall semester		
and August 13, 2025	housing fees		
Academic Year and Fall to	Resident is responsible	Resident will receive prorated meal plan credit	
Fall cancellations after August 13, 2025	for 100% of fall	through November 1	
	semester housing fees		
Academic Year and Fall to	Resident is responsible	Resident is responsible for 100% of the meal plan	
Fall cancellations for spring term before	for 0% of spring	costs for the fall term and 0% of the meal plan	
November 1, 2025	semester housing fees	costs for the spring term	
Academic Year and Fall to	Resident is responsible	Resident is responsible for 100% of the meal plan	
Fall cancellations for spring term between	for 25% of spring	costs for the fall term and 0% of the meal plan	
November 1, 2025 and November 30,	semester housing fees	costs for the spring term	
2025			
Academic Year and Fall to	Resident is responsible	Resident is responsible for 100% of the meal plan	
Fall cancellations for the spring term	for 50% of spring	costs for the fall term and 0% of the meal plan	
	semester housing fees	costs for the spring term	
31, 2025			
Academic Year and Fall to Fall	Resident is responsible	Resident is responsible for 100% of the meal plan	
cancellations for the spring term	for 75% of spring	costs for the fall term and 0% of the meal plan	
between January 1, 2026 to January 10, 2026	semester housing fees	costs for the spring term	
Academic Year and Fall to	Resident is responsible	Meal plan charges are prorated for the spring term	
Fall cancellations for spring term after	for 100% of spring	through March 1. Meal plan cancellations received	
January 11, 2026	semester housing fees	after March 1, the resident is responsible for 100%	
		of meal pan costs for the spring term.	

ROOM CANCELLATION CHARGES FOR SUMMER 2026

Cancellation Date	Resident Financial Responsibility	Meal Plan Credit
Summer Housing and Fall to Fall cancellations prior to April 1, 2026	Resident is responsible for 0% of summer term housing fees	0% of the summer meal plan
Summer Housing and Fall to Fall cancellations between April 1, 2026 and April 30, 2026	Resident is responsible for 25% of summer term housing fees	0% of the summer meal plan
Summer Housing and Fall to Fall cancellations between May 1, 2026 and May 8, 2026	Resident is responsible for 50% of summer term housing fees	0% of the summer meal plan
Summer Housing and Fall to Fall cancellations on May 9, 2026	Resident is responsible for 75% of summer term housing fees	0% of the summer meal plan
Summer Housing and Fall to Fall cancellations after May 9, 2026		Resident will receive prorated meal plan credit based on usage

9. <u>Winter Break</u>. Residents who elect to live in University housing for an Academic Year term, and live in University Suites, Norse Hall, Callahan Hall, or Northern Terrace, will be permitted to stay in University housing during the winter break, if desired. Residents electing to remain on-campus during winter break will be required to pay a winter break fee. Depending on the circumstances, residents will remain in their room or be moved temporarily to another room during the break. The winter break fee will be charged to the resident's account and must be paid by the first day of Spring classes. Residents who do not elect to remain on campus during winter break will be expected to vacate their residence hall space and make alternate arrangements.

10. <u>Assigned Room.</u> The University reserves the right to change, cancel, or consolidate room assignments at any time due to academic ineligibility, discipline, safety, health, or other administrative reasons.

11. **Room Condition and Furnishings**. Residents are expected to maintain their residence hall space in a clean and safe manner. Room furnishings shall not be removed from the residence hall space to another space or stored elsewhere. Public area or lounge furnishings shall not be moved into a resident's room. It is the responsibility of the resident to restore the room to its original condition prior to check out; failure to do so may result in a charge to the resident's account for costs incurred by the University for housekeeping, maintenance, and/or repairs beyond normal wear and tear.

12. <u>**Renter's Insurance**</u>. The University is not responsible or liable for loss, theft, or damage to a resident's personal property. The University expects residents to obtain renter's insurance coverage for their personal property.

13. **<u>Room Entry</u>**. The University reserves the right to enter a resident's room at any time to perform building inspections and maintenance, pest control, health or safety emergencies, suspicion of violation of University policy, where permitted by state or federal law, and with the resident's consent.

14. **Prohibition on Subletting or Subleasing**. Residents are prohibited from subletting or subleasing their room to another individual.

15. **Prohibition on Commercial Activity**. Residents are prohibited from using their room or suite for commercial purposes.

16. <u>Housing or Dining Accommodations</u>. Requests for University housing or dining accommodations should be made to the Office for Student Accessibility.

17. **Personal Attendants, Service Animals, and Emotional Support Animals**. Residents are encouraged to notify the Office of University Housing if they will be accompanied by an attendant, service animal, or emotional support animal while living on-campus. The resident shall have sole responsibility, financial and otherwise, for their personal care attendant, service animal, and/or emotional support animal. Emotional support animals must be approved by the Office for Student Accessibility and are approved on a case-by-case basis. Residents must provide the Office of University Housing with up-to-date vaccination records for service animals and emotional support animals prior to the animal being permitted in the residence hall.

18. <u>Compliance with University Policy and Procedures and Law</u>. Residents are required to comply with all University policies and procedures, including but not limited to the Community Standards and Student Rights ("the Code"), housing policies and procedures, alcohol and drug policy, and technology policies. Residents are also expected to comply with state and federal laws.

19. <u>Immunizations</u>. The University does not require immunizations for students enrolled at the University or living on-campus. However, students residing in University housing are strongly encouraged to stay up-to-date on vaccinations as recommended by the Centers for Disease Control and Prevention and speak to their primary care provider for specific questions or concerns.

20. <u>Student Records</u>. Student records maintained by the Office of University Housing are protected as private by the Family Educational Rights and Privacy Act (FERPA). These records will only be shared with appropriate University employees where necessary to perform their educational duties or with the student's consent.

21. **Termination**. The University may immediately terminate this Agreement or modify a resident's room assignment for any reason, including but not limited to a resident being ineligible for University housing, (e.g. upon withdrawal or dismissal from the University for academic or disciplinary reasons), outstanding balance owed for housing or dining rates or fees, violation of the terms and conditions of this Agreement, violation of University policy or law (e.g. possession or misuse of alcohol and/or drugs), the existence of conditions that may reasonably affect the health, safety, or welfare of a resident or another (e.g. harm or threat of harm to self or others), or the existence of conditions created by the resident that pose imminent risk of serious harm to health or safety. Depending on the date of withdrawal or dismissal, residents may be responsible for payment of some or all housing and dining rates and fees. Notice of termination of this Agreement or modification of a resident's room assignment will be provided to the resident in writing from the Office of University Housing. Upon receipt of notification, a resident must immediately vacate their residence hall room. In the event of a room assignment modification, the resident will be permitted to move into their new room at this time. The University complies with the Kentucky Campus Due Process Protection Act, KRS § 164.370, when dismissing a student from the University or terminating a student's eligibility for University housing.

22. <u>Unforeseeable Events</u>. The University reserves the right to temporarily or permanently remove a resident from University housing or suspend or terminate this Agreement, without prior notice, if necessary to maintain the safety of the housing facilities and residents. Circumstances which may require such action include, but are not limited to fire, flood, severe weather, acts of God, interruption of utility services, acts of terrorism, pandemic or epidemic, or other events outside the University's control. If University housing is closed pursuant to this paragraph, the University will use its bests efforts to provide residents with alternative housing, when possible.

23. <u>Assumption of Risk</u>. The University does not promise or guarantee the safety and security of residents or their guests or the protection of their personal property from theft or vandalism. Residents are primarily responsible for their own safety and security and that of their guests. Residents should secure their belongings and lock the door to their residence hall room or suite when exiting the room. Residents are also prohibited from lending their room key or All Card to another individual. Residents should remain aware of their surroundings at all times and report suspicious behavior to University Police. The University shall not be held liable or responsible for any loss, theft, or damage to personal property of residents or their guests.

24. <u>Statement of Non-Discrimination</u>. The University does not discriminate in its housing policies, procedures, or practices on the basis of race, color, national origin, religion, sex, familial status, or mental or physical disability.

25. <u>Uniform Residential Landlord Tenant Act</u>. This Agreement is not governed by The Uniform Residential Landlord Tenant Act, KRS §§ 383.500-383.715.

26. <u>Governing Law</u>. This Agreement and any disputes arising hereunder shall be governed by the laws of the Commonwealth of Kentucky.

27. <u>Entire Agreement and Incorporation by Reference</u>. This Agreement contains the entire understanding of the parties hereto and supersedes all prior understandings, whether written or oral. All University policies and procedures are incorporated by reference herein and considered part of this Agreement.

28. <u>Severability</u>. If any term of this Agreement is found to be unenforceable or in violation of the any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided, however, that this Agreement shall be interpreted when possible to reflect the intentions of the parties as indicated by such stricken term.

BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU STATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. You and your

parents or legal guardians are urged to read this Agreement carefully and contact the Office of University Housing with questions or concerns prior to signing this Agreement. If you are under the age of eighteen (18) years old, a parent or legal guardian must sign this Agreement in addition to your signature.