

Emporia State University

2019-2020 ACADEMIC YEAR HOUSING AND DINING CONTRACT

Room Rates	North or South Tower Singular or Trusler Hall Double (two-person)	North or South Tower Suite (four-person)	North or South Tower Single	Schallenkamp Double (two-person)	Schallenkamp Single
Fall 2019	\$2690.00	\$2840.00	\$3190.00	\$3060.00	\$3700.00
Spring 2020	\$2690.00	\$2840.00	\$3190.00	\$3060.00	\$3700.00
Total	\$5380.00	\$5680.00	\$6380.00	\$6120.00	\$7400.00
Meal Plans	100 Block, includes \$450 Dining Dollars	185 Block, includes \$225 Dining Dollars	All Access, includes \$125 Dining Dollars		
Fall 2019	\$1507.00	\$1820.00	\$1866.00		
Spring 2020	\$1507.00	\$1820.00	\$1866.00		
Total	\$3014.00	\$3640.00	\$3732.00		

This document is a combined application and contract (hereinafter called "contract") for a bed space and meal plan for the Emporia State University (hereinafter called "the University") residence halls for the 2019-2020 academic year (both fall and spring semesters) or the remaining portion of the academic year from time of initial occupancy. This contract is considered an executed contract upon receipt of: completed contract, \$200.00 pre-payment, compliance with meningitis vaccination requirements, and full acceptance by the University. In interpreting this contract, the laws of Kansas shall apply.

The residence halls open August 16, 2019 and close at noon on December 14, 2019 for the fall semester and open at noon on January 12, 2020 and close at noon on May 9, 2020 for the spring semester. This contract does not include Winter Break housing (December 15, 2018 at noon – January 13, 2019 at noon). Should Winter Break housing be offered and available, the student will complete a separate process and pay additional housing fees as designated by Residential Life.

Cancellation fees described below will apply regardless of whether the student or the University initiates a contract termination. Review the terms and conditions of the contract carefully prior to submitting the online housing contract.

Complete the online housing contract through the Residential Life Portal located under the BuzzIn Student Services tab. Payment of the \$100 housing pre-payment and \$100 meal plan pre-payment (\$200.00 total) can be paid at the time of contracting with a debit or credit card or by mailing the payment to: Department of Residential Life/ Campus Box 4009/ Emporia State University/1 Kellogg Circle, Emporia, KS 66801. Questions can be directed to 620-341-5264 • reslife@emporia.edu • www.emporia.edu/reslife

TERMS OF AGREEMENT:

Emporia State University agrees to provide housing according to the provisions of this contract. The student agrees to abide by all terms of this contract and to remit payments according to the University's payment schedule. Rooms are rented to the student, while in attendance, for the specific purpose of personal residence and may not be sublet or used by the student or outside entities for any commercial purposes. This contract is not assignable or transferrable.

Emporia State University is committed to the principle of equal opportunity in education and employment. Accordingly, the University does not discriminate against individuals on the basis of age, race, color, religion, gender, sex, marital status, national origin, disability status, veteran status, sexual orientation, parental status, gender identity, gender expression, genetic information, ethnicity, or any other factors which cannot lawfully be considered by law.

The student is responsible for reading and familiarizing themselves with the information in the Student Code of Conduct and Residence Hall Handbook and all expectations stated therein. The Residence Hall Handbook can be found at www.emporia.edu/reslife. The Student Code of Conduct and Residence Hall Handbook are hereby incorporated into this contract by reference as if more fully set out herein.

Eligibility: The student is required to maintain enrollment of 12 credit hours (undergraduate) or 6 credit hours (graduate) to reside in University housing. The Department of Residential Life must be notified, in writing, if a student plans to drop below the designated credit hour requirement and, at the discretion of the Director, this may result in the student's contract being terminated per the cancellation policy included below.

Live-on Requirement: Emporia State University considers the community living experience a valuable part of the total higher education experience as it assists the student in the transition to university life. Thus, ESU's live-on requirement applies to both domestic and international students. Any student found to have intentionally ignored the residency requirement or shared inaccurate information on the residency requirement waiver may be subject to University sanctions.

- **Domestic Students:** Emporia State University requires a student who meets either of the following criteria to live in the residence halls:
 1. A student who graduated from high school December 2018 or later.
 2. A student who is NOT 19 years of age before August 19, 2019.
- **International Students:** Emporia State University requires an international student who meets at least one of the following criteria to live in the residence halls:
 1. A student who graduated from high school December 2018 or later.
 2. A degree-seeking student who is NOT 19 years of age before August 19, 2019.
 3. A Visiting or Exchange student (attending the university for one or two semesters) who is not 21 years of age before August 19, 2019.

4. A student participating in an exchange program that requires on-campus residency.

Processing Fee, Pre-Payments, and Meningitis Compliance: The student will not be assigned until the Department of Residential Life has received all of the following: complete housing contract, the \$200 pre-payment, and meningitis compliance (as verified by Student Wellness Center at ESU). The \$200 pre-payment may be refundable based on the contract cancellation schedule listed below. Of the \$200 pre-payment, \$100 will be applied to room costs and \$100 will be applied to meal plan costs. If a student withdraws from the University prior to accruing \$100 in room and/or meal plan charges, any remaining portion of each pre-payment will be forfeited by the student.

Live-On Requirement Exemption: A student seeking exemption from the live-on requirement must submit a completed housing waiver request form, available at www.emporia.edu/reslife/info/waiverforms, and provide any necessary documentation, as outlined on the form, to Residential Life. For a waiver request to be approved, it must meet at least one of the criteria outlined on the waiver request form. The Director of Residential Life, or designee, will review the submitted waiver request form and supporting documentation, and provide written notification of a decision (typically via ESU student email). Until the student has received notification of an approved waiver, the student is required to live on campus.

- **Once a housing contract is executed, students will only be released without cancellation fees for limited reasons** (see the sections below).
- **Periodic checks of approved waivers may be made.** Any student found to have intentionally filed inaccurate information or who is living under circumstances that have changed since the initial approval of a waiver may be subject to University sanctions and may be billed the daily rate for a room and meal plan.

Contract Termination (cancellation fees may apply): If the student is eligible to cancel the contract, the student is responsible for the payment of associated cancellation fee charges as outlined in the Contract Termination sections below. A student who has an executed contract for the academic year and who receives approval for contract cancellation due to withdrawal from the University, but subsequently registers for the spring semester is obligated to pay the remainder of their contractual obligation. A student must vacate an assigned space within 48 hours after contract termination or as directed by university housing personnel. Failure to vacate will result in the university pursuing eviction. A student who is removed from the residence halls for policy violations or disciplinary reasons is obligated to pay 40% of the remainder of their contractual obligation, in addition to any restitution.

Contract Termination, with Cancellation Fees:

Contracting for the 2019-2020 academic year, cancellation fee charges:

- Date-stamped online contract cancellation requests or date-stamped email communications received on or before June 1: Refund of \$200.00
- Date-stamped online contract cancellation requests or date-stamped email communications received on or after June 2: Forfeiture of \$200.00
- Date-stamped online contract cancellation requests or date-stamped email communications on or after July 31: Forfeiture of \$200.00 and payment of 40% of remaining balance owed on the entire contract (including housing and meal plans for fall and spring terms) only if the student is eligible to cancel the contract.

Contracting for the 2020 spring term, cancellation fee charges: (applies to new contracts submitted for spring 2020 only)

- Date-stamped online contract cancellation requests or date-stamped email communications received on or before December 1: Refund of \$200.00
- Date-stamped online contract cancellation requests or date-stamped email communications received on or after December 2: Forfeiture of \$200.00
- Date-stamped online contract cancellation requests or date-stamped email communications received on or after January 2: Forfeiture of \$200.00 and payment of 40% of remaining balance owed on the entire contract (including housing and meal plans for spring term) only if the student is eligible to cancel the contract.

Contract Termination, without Cancellation Fees: After the move-in date, the student will be released from this contract, without cancellation fees, only for the following reasons:

- 1) No longer attending the university (graduating, transferring or withdrawing)
- 2) International student who has completed the length of stay as indicated on the I-20, is 21 years of age or older and does not have a live-on requirement with the corresponding exchange program (Residential Life will confirm with the Office of International Education)
- 3) Marriage, if marriage occurs after signing the contract (marriage license required)
- 4) Participation in an academically sponsored study abroad, co-op, student teaching, or internship program outside the Emporia area
- 5) Called for active military service duty
- 6) Significant and unforeseen health reason occurring during the contract period (do not submit medical documentation to Residential Life)
- 7) Received an approved request for contract release and waiver of cancellation fee charges from the Director of Residential Life

Please note: The student must complete the checkout process with Residential Life staff after approval is received.

ASSIGNMENT

Assignment to Room and by Floor: The student may be placed on a floor community with mixed genders. Room assignment is based upon information provided in Banner and the housing application. Single-sex, gender-inclusive, and/or private restrooms are available in each hall.

Consolidation/Reassignment: The Department of Residential Life reserves the right to reassign students to other rooms or buildings or assess additional charges to those who remain in partially filled rooms. Reasons for Residential Life to consolidate residents include, but are not limited to, the following: in interest of health, discipline, roommate conflict, safety, welfare of the student and/or other residents, to consolidate partially filled rooms, or to address room/building maintenance needs.

Housing Assignment Priority: Residential Life will give housing assignment priority to those who meet the residency requirement, followed by other undergraduate students and graduate students. Completing the contract, for fall or spring semester, does not guarantee an assignment will or can be made. Residential Life may not have space available for all interested, non-required students. Students will be notified as soon as possible if a housing assignment will not be available.

Late Contracting: A student who does not meet the live-on requirement will not be assigned a room after official opening for both the fall and spring semester, unless approved by the Director of Residential Life or an authorized designee of the Director. After this date, all contracts from students who want to live on campus will undergo a review period regarding room assignment.

Meal Plans and Dining Dollars: All students residing in ESU housing are required to select one of the three meal plans while completing the housing contract. Unused Dining Dollars at the end of the fall semester will carry forward to the spring semester. Unused Dining Dollars at the end of the spring semester are non-refundable, non-transferrable, and will be forfeited. **Memorial Union Dining Services reserves the right to set and adjust dining availability, based upon the academic calendar. The Memorial Union reserves the right to suspend or discontinue meal plans to**

students due to non-payment. The dining contract is non-transferrable. Giving the student's Hornet ID card to another individual to gain access to the Hornets Nest, using a meal swipe to give anyone other than the student access to the Hornets Nest, food or beverage removal from the Hornets Nest are all prohibited actions. These specific actions and violation of other dining venue policies may result in the suspension, reduction, or discontinuance of the student's meal plan. The student may bring a guest into the Hornets Nest by using Dining Dollars, a guest meal swipe, or cash/credit payment for a guest meal.

Dining Dollars: If the Housing & Dining Contract is cancelled and no off-campus board plan is chosen in place of the on-campus plan, all unused Dining Dollars are non-refundable and will be forfeited. If the Housing & Dining Contract is cancelled and an off-campus board plan is chosen (excluding the commuter plan) in place of the on-campus plan, all unused Dining Dollars will remain available for use.

Meal Plan, Changes: For questions related to meal plan options, contact the ID Office in the Memorial Union. Visit <http://emporia.sodexomyway.com> for more information.

Meningitis Compliance: To meet the vaccination requirement, the student must have one dose of Menactra or Menveo given on or after the 16th birthday. To satisfy documentation, the student may either: 1. Bring the documentation of current vaccination to Hornet Connection; 2. Get the vaccination while on campus for Hornet Connection or from a healthcare provider after Hornet Connection and have documentation sent by fax (620-341-5045) or email (mmcdanie@emporia.edu); or 3. Complete waiver process for those with medical, religious or other exemptions. Please contact Student Wellness staff to discuss this option at 620-341-5222. The student will **not** be given a room assignment until meningitis compliance is verified by Student Wellness Center.

Notification of Room Assignment: The student will be notified via **Emporia State University Email (@g.emporia.edu)** once housing assignments are complete. After notification is sent, re-assignments and other occupancy changes will be made at the discretion of Residential Life. Continuing students can participate in the room self-selection process and know assignment information at selection. All other communication regarding fall semester assignments will begin on June 3, 2019. Notification for spring-only assignments will begin January 2, 2020.

Required Fees: The student will not be assigned a room and meal plan until the Department of Residential Life has received the \$200.00 pre-payment. The \$200 pre-payment may be refundable (see contract cancellation schedule for details). If the student withdraws from the University prior to accruing \$100 in room and/or meal plan charges, any remaining portion of the pre-payment will be forfeited by the student.

Room Assignments: A room will be assigned only when a contract is fully complete. An online housing contract is considered complete when the complete contract has been submitted, the \$200.00 pre-payment has been received, and the student has completed meningitis compliance. Some room-type options fill up quickly, first preferences are not guaranteed. Residents who are returning to the residence halls may elect to participate in room self-selection. The room self-selection process is a dynamic process communicated by Residential Life during the housing reapplication process in the spring before a new academic year.

Room Changes: The student may request a room change through Residential Life professional staff. Room changes are granted at the discretion of the Residential Life professional staff and are not guaranteed. A student who attempts to change rooms, without prior approval, may be charged an improper checkout fee and be required to return to their original room assignment.

Room Type or Roommate Requests: Early requests for room-type and roommate(s) are more likely to be granted but requests are not guaranteed. If the student is requesting to live with a specific individual or group, then roommate and room-type requests **MUST** be mutual. Therefore, each individual student must request to live with the other student(s) to make the request valid. Rooms are assigned based on the earliest date at least one member of a mutually requested roommate group submits a fully executed contract. All roommates must have a fully executed housing contract submitted to be assigned as roommates. Roommate requests and fully executed contracts must be received no later than May 1, 2019.

Roommate Matching Survey: Responses from the questions in the roommate matching survey aid Residential Life in roommate matching, but are not a guarantee of placement and/or satisfaction. To alter roommate preferences after submitting the contract online, return to the Residential Life Portal to submit the Preference Change request. Changes must be submitted no later than May 1, 2019.

Temporary/Overflow Housing: The student may be assigned to temporary/overflow housing. Residential Life will reassign the student to a permanent room, at the appropriate rate, when space becomes available.

Themed Floor Communities: Themed Floor Communities (TFCs) are designed to allow residents with similar interests or majors to live and learn within the same floor community. TFCs are multi-gender communities and sometimes feature students of all class standings. TFCs can be located in any residence hall on campus and typically TFC placement occurs during the assignment process and is based upon student interest and TFC goals. If the student selects a TFC, the TFC request will supersede other requests, including room type, building, and roommate requests. If a requested roommate requests the same TFC, the roommate request is considered mutual. However, final placements to a TFC is based on alignment with the floor theme. To add, change, or remove a Themed Floor Community request after submitting the completed online contract, return to the Residential Life Portal. Changes must be received no later than May 1, 2019.

STUDENT

Accommodation Requests and Documentation: If the student is seeking reasonable accommodations, contact Student Accessibility and Support Services at (620) 341-6637 or via e-mail at sass@emporia.edu. Student Accessibility and Support is responsible for ensuring that students with documented disabilities are provided the tools, appropriate accommodations, and support from the University to fully participate in all aspects of campus life.

Check-In/Checkout: The student must complete an official check-in and checkout with Residential Life staff. Check-in consists of the student completing a Room Condition Report, the student completing an Emergency Contact card, and residence hall staff issuing a room key. A checkout consists of the student completing a Room Condition Report and the student returning the room key to residence hall staff. The student will be billed until the key is returned or until a lock change is performed (which is an additional charge billed to the student's account). Failure to complete the check-in or checkout process may result in an administrative fee and/or key replacement charge.

Cohabitation: Residential Life prohibits cohabitation. Cohabitation is defined as the state of living with another person, of any gender, when it involves an intimate, personal relationship. Residential Life staff may reassign rooms upon determination of cohabitation.

Criminal History: If the student has ever been convicted, or adjudicated of, or pleaded guilty or no contest to, a felony crime, relevant facts must be submitted while completing the online housing contract. The information provided will be reviewed by University representatives to determine whether the University's interests would be best-served if the student is not permitted to reside in the residence halls. If any student is convicted of or pleads no contest to a felony crime after completing their housing contract, a letter containing relevant facts must be submitted to the Director of Residential Life within five business days of the conviction or plea.

Early Arrivals: Under special circumstances the Director of Residential Life may approve the student for early arrival and move in. For pre-approved early arrivals, the contract will become binding at the time of move-in. A fee will be charged per night. This per night fee is based upon the nightly room rate for the room type assigned to the student. Meal plan availability can be found at www.esudining.com.

Hall and Room Damage: The student will be held responsible for all damage that is beyond the normal wear of the facility and its furnishings. Damages to student rooms and their furnishings will be assessed to the occupant(s) responsible. Damage to room and community spaces, which cannot be attributed to an individual, will be distributed accordingly. The student is responsible for routine upkeep of the student's room.

Infestations: Expense for all treatments for infestations, of any kind, will be charged to the resident(s) occupying the room. Expenses that cannot be attributed to an individual will be charged equally to all residents occupying a room or suite. Examples of infestations include, but are not limited to, the following: bedbugs, fleas, lice, rodents, ticks, and other infestations requiring special treatment. Failure to follow Residential Life protocol for treatment of room(s) will result in sanctions, including, but not limited to restitution and expulsion from the Residence Halls.

No Show Policy: A student who does not check into an assigned room will be billed the nightly rate for the assigned room type until the Residential Life office is notified, in writing, that the student is cancelling the contract, will not be attending Emporia State University, and/or receives notice from another University office that the student has withdrawn from classes (if applicable).

Occupancy Deadline: Rooms must be occupied by noon on the first day of classes. If a student has not moved in by said date and has not contacted the department with a later arrival date, the space may be reassigned and the student's original placement cannot be guaranteed.

Payment: If all charges are not paid on or before published University due dates, administrative fee(s) will be assessed to the student's account per Business Office policy and procedure. **For more information regarding an account not paid in full, see "Unpaid Balances" section.**

Personal Property: The student agrees that any and all of a student's personal property or property of a third party in the resident's custody or possession, present upon the University's premises, shall be the responsibility of the student.

Property Liability: The student is encouraged to carry appropriate insurance. The University will not be liable for theft, loss, or damage to any property of the student including, but not limited to, loss from fire, flood, wind, or acts of God.

Unpaid Balances: Any unpaid balance resulting from charges due under this contract may result in: A **HOLD** placed on the student's academic records, deactivation of student's meal plan, denial of further enrollment with the University, and/or referral of the student's account to a collection agency. Should any unpaid balance exist at the end of any semester (fall, spring, or summer), continued residency may be denied. Students with any outstanding housing or meal plan balance are not eligible for campus housing until the unpaid balance is paid in full.

UNIVERSITY

Abandoned Property: The University will not be liable for property left in the building after the student vacates or is expected to vacate at the termination of the contract. The students must remove all personal property and possessions from the residence halls within 48 hours of withdrawing from the University, upon termination of this contract, or within 24 hours of their last final exam of the semester. The student grants the University the right to dispose of any property left by the student after the date when the student vacates or is expected to vacate the premises as allowed by law. Said disposal may be by any means deemed appropriate by the University. Storage and/or disposal charges may apply.

Catastrophic Damage: The University cannot be held liable for and reserves the right to terminate this contract for the following conditions: The room or residence hall should become uninhabitable due to damage or destruction caused by fire, weather, or other casualty. Should the contract be terminated, the student will be charged room and board fees for the time occupied in residence.

Right of Entry: The University reserves the right for authorized personnel to enter student rooms in an emergency, to ensure the health and safety of residents, for maintenance or custodial purposes (which may require repairs while student(s) occupies the room), disciplinary reasons, and for any other legally permissible interest of the University. Unless mandated by other legal means, entry to a student room will be determined by the Director of Residential Life or his/her designee in accordance with university policies.

Service Interruptions: The University will not be liable for any interruptions in service (including air-conditioning, electricity, etc.) resulting from causes beyond its control and such interruptions will not relieve the student, in whole or in part, from obligations of this contract.

Suspended Residency: The Department of Residential Life reserves the right to terminate or modify the terms of this contract when the Director of Residential Life, or authorized designee of the Director, learns or determines that the student has been charged or convicted or adjudicated of a crime or crimes against persons or has engaged in conduct which threatens the safety and/or security of other residents or could pose a future risk to the safety or security of other residents. All other decisions regarding the termination or modification of the terms of this contract will be made at the discretion of the Director or authorized designee of the Director.

By submitting the online Housing contract, the student asserts the following:

- *I acknowledge that the information I entered while completing the Housing contract is honest and accurate.*
- *I understand I am legally bound by the terms of this contract and the conditions stipulated; the Residential Life policies and the Emporia State Residence Hall Handbook; Emporia State University policies including but not limited to the Student Code of Conduct; and other rules, regulations and policies established by the University and Residential Life.*
- *I accept financial responsibility for the entire contract period and understand I am obligated to pay late fees, charges, or other expenses associated with this contract.*

Providing the E# serves as the student's electronic, legally-binding signature and is required for completion of the online housing contract.