

Emporia State University

2021 SUMMER HOUSING AGREEMENT

This document is a combined application and contract (hereinafter called "contract") for a bed space in the Emporia State University (hereinafter called "the University") residence halls for summer 2021. The contract is between the University and the summer resident named below. In interpreting this contract, the laws of Kansas shall apply.

ROOM RATE

Single Room	\$1,200.00
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Summer housing will be available for residents beginning on Sunday, May 16, 2021 and ending on Saturday, August 14th at noon. Residents will be charged and prorated based on their Check-In/Checkout dates.

TERMS OF AGREEMENT:

Emporia State University agrees to provide housing according to the provisions of this contract. The summer resident agrees to abide by all terms of this contract and to remit payments according to the University's payment schedule. The University provides a bed space to the summer resident, while in attendance, for the specific purpose of personal residence and may not be sublet or used by the summer resident 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 summer resident is responsible for reading and familiarizing themselves with the information in the Student Code of Conduct, the 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: To maintain summer housing eligibility, the summer resident must have academic enrollment at Emporia State University in both the spring 2021 semester and the fall 2021 semester and/or participate in an approved summer program, such as the International Summer Program, McNair Scholars program, or Summer Theatre.

ASSIGNMENT

Assignment to Room and by Floor: The summer resident may be placed on a gender-inclusive floor. Room assignments use information provided in Banner account and housing application. Single-sex, gender-inclusive, and/or private restrooms are available in each hall.

Consolidation/Reassignment: Current plans for summer housing feature private (single occupancy) rooms for each summer residents. However, these plans may change in instances of necessity. The Department of Residential Life reserves the right to reassign summer residents 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 summer resident and/or other residents, to consolidate partially filled rooms, or to address room/building maintenance needs.

SUMMER RESIDENT

Accommodation Requests and Documentation: If the summer resident is seeking reasonable accommodations, contact Student Accessibility and Support Services (SASS) at (620) 341-6637 or via e-mail at sass@emporia.edu. SASS is responsible for ensuring that summer residents with documented disabilities are provided appropriate accommodations from the University.

Check-In/Checkout: The summer resident must complete an official check-in and checkout with Residential Life staff. Check-in consists of the summer resident scheduling a check-in time and issuance of a room key by the residence hall staff. A checkout consists of the summer resident removing all belongings from room space and returning the room key to residence hall staff. The summer resident will be billed until the key is returned or until a lock change is performed (which is an additional charge billed to the summer resident's account). Failure to complete the check-in or checkout process may result in an administrative fee and/or key replacement charge. Residents will be charged for the

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 summer resident 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 summer housing agreement. The information provided will be reviewed by University representatives to determine whether the University's interests would be best served if you are not permitted to reside in the residence halls. If any summer resident 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.

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

Infestations: Expenses for all treatments of 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 monetary fines and expulsion from the Residence Halls.

Personal Property: The summer resident agrees that any and all of a summer resident'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 summer resident.

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

Guest Policy: A guest is defined as anyone who is not assigned to the designated room and/or complex. A summer resident may host two daytime guests at a given time. A summer resident can host one overnight guest at a time for no more than two nights per week, and the guest may not prolong a visit by moving to another room. The resident must escort any guest who is not assigned to summer housing throughout the residence hall at all times with the exception of escorting them within the bathroom. If a resident leaves the room or building, the guest must leave as well. Guests are prohibited from using laundry facilities in the residence halls.

UNIVERSITY

Abandoned Property: The University will not be liable for property left in the building after the summer resident vacates or is expected to vacate at the termination of the contract. The summer resident must remove all personal property and possessions from the residence halls at the assigned checkout date and time, 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 summer resident grants the University the right to dispose of any property left by the summer resident after the date when the summer resident 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 summer resident 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 the summer resident room in an emergency, to ensure the health and safety of residents, for maintenance or custodial purposes (which may require repairs while the summer resident occupies the room), disciplinary reasons, and for any other legally permissible interest of the University. Unless mandated by other legal means, entry to a summer resident room will be determined by authorized Residential Life staff in accordance with the University's 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 summer resident, 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 of Residential Life, learns or determines that the summer resident 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.

Tobacco-Free Campus: We want everyone on campus — students, faculty, staff, visitors and guests — to enjoy a respectful, safe and healthy environment. Our policy requests that everyone on the ESU campus refrain from using tobacco products on campus, either inside buildings or outside (including residence halls). View the campus map here: <https://www.emporia.edu/campus-map/>. This policy prohibits the use of the following products: cigarettes, (cloves, bidis, kreteks), chewing tobacco (spit, spitless, smokeless, chew, snuff, and snus), cigars and cigarillos, hookah and hookah smoked products, pipes, blunts, smokeless tobacco, and electronic cigarettes or e-cigarettes as well as any product that simulates these products.

By signing this summer housing agreement, you assert 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.