

Emporia State University

2026-2027 ACADEMIC YEAR HOUSING AND DINING CONTRACT

Freshmen Room Rates

Double Room: \$2,830/semester, \$5,660/academic year

Single Room: \$3,345/semester, \$6,690/academic year

Four-Person Suite: \$3,140/semester, \$6,280/academic year

Schallenkamp Private Bath: \$3,860/semester, \$7,720/academic year

Upper-class Room Rates*

Double Room: \$2,330/semester, \$4,660/academic year

Single Room: \$2,845/semester, \$5,690/academic year

Four-Person Suite: \$2,640/semester, \$5,280/academic year

Schallenkamp Private Bath: \$3,360/semester, \$6,720/academic year

Meal Plan Rates

All Access: \$2,420/semester, \$4,840/academic year

150 Block: \$2,420/semester, \$4,840/academic year

65 Block: \$1,572/semester, \$3,144/academic year

*Room rate/meal plan option available to upper-class residents only; determination as upper-class student based upon completion date of secondary education (most commonly high school graduation date).

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 2026-2027 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: a completed housing contract, 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 on Thursday, August 13, 2026, and close at noon on Saturday, December 12, 2026, for the fall semester. The residence halls open at noon on Sunday, January 17, 2027, and close at noon on Saturday, May 15, 2027, for the spring semester. This contract does not include Winter Break housing (noon on December 12, 2026, until noon on January 17, 2027). If Winter Break housing is offered and available, the student will complete a separate process and pay additional fees as designated by the University. Winter Break housing is not guaranteed.

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 before submitting it.

The online housing contract must be completed through the Residential Life Portal located under the Hornet 365 student page. Questions can be directed to 620-341-5264 or reslife@emporia.edu.

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. A room is 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.

Emporia State University complies with the Fair Housing Act and applicable Kansas law governing University housing. The University will not retaliate against any student for requesting or utilizing a disability-related accommodation. All accommodation requests are reviewed through an interactive process and will not negatively impact a student's housing eligibility or standing. Students who believe their approved housing or dining accommodations have not been appropriately implemented may contact Student Accessibility and Support Services or pursue resolution through the University's ADA grievance process without fear of retaliation.

The student is responsible for reading and familiarizing themselves with the information in the Student Code of Conduct Student Success - Emporia State University, University Policy Manual (<https://www.emporia.edu/university-policy-manual/>), and Residence Hall Handbook (<http://www.emporia.edu/reslife>) and all expectations stated therein. The Student Code of Conduct, University Policy Manual, 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 if a student plans to drop below the designated credit hour requirement, and at the discretion of the Director, this may result in approval or the student's contract being terminated per the cancellation policy included below. Students whose enrollment is reduced below the minimum credit hour requirement due to a documented disability may remain eligible for University housing when approved as a reasonable accommodation through Student Accessibility and Support Services (SASS).

For purposes of the housing contract, room rates, and meal plans, the definitions provided below determine if the student is a freshman student or an upper-class student. This determination establishes which housing rate and meal plan the student is eligible to select. College credit hour completion is not a factor in determining freshmen or upper-class standing in ESU housing.

An upper-class student is defined as a student who completed secondary education studies August 2025 or prior and is a degree-seeking student at Emporia State University.

A freshman student is defined as a student completing secondary education studies September 2025 or later and/or is a non-degree seeking student at Emporia State University.

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 at least one of the following criteria to live in the residence halls:

- A student who graduated from high school December 2025 or later
- A student who is NOT 19 years of age before Monday, August 17, 2026 (first date of Fall 2026 classes)

International Students: Emporia State University requires a student who meets at least one of the following criteria to live in the residence halls:

- A degree-seeking student who is NOT 19 years of age before Monday, August 17, 2026 (first date of Fall 2026 classes)
- A visiting or exchange student (attending the university for one or two semesters) who is NOT 21 years of age before Monday, August 17, 2026
- A student participating in an exchange program that requires on-campus residency

Meningitis Compliance: The student will not be eligible for room assignment until the Department of Residential Life has received all the following: complete housing contract and meningitis compliance (as verified by Student Wellness Center at ESU).

Live-On Requirement Exemption: A student seeking exemption from the University's live-on requirement must complete the exemption request process and provide any necessary documentation. For an exemption request to be approved, it must meet at least one of the criteria outlined on the request form. The Director of Residential Life, or designee, will review the submitted exemption request form and supporting documentation, and provide written notification of a decision (typically via Emporia State University 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:

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 same academic year 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 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 2026-2027 academic year, cancellation fee charges:

- Date-stamped online contract cancellation requests or date-stamped email communications on or after August 1: Payment of 40% of the 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 and still enrolled at Emporia State University.

**Refunds are credited to the student's university account*

Contracting for the 2027 spring term, cancellation fee charges: (applies to new contracts submitted for spring 2027 only)

- Date-stamped online contract cancellation requests or date-stamped email communications received on or after January 2: 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.

**Refunds are credited to the student's university account.*

Contract Termination, without Cancellation Fees: After August 1st, the student will be released from this contract, without cancellation fees, only for the following reasons:

- No longer attending the University (graduating, transferring, or withdrawing)
- Marriage, if marriage occurs after signing the contract (marriage license required)
- Participation in an academically sponsored study abroad, co-op, student teaching, or internship program outside the Emporia area
- Called for active military service duty
- Significant and unforeseen health reason occurring during the contract period (do not submit medical documentation to Residential Life)
- Received an approved request for contract release and waiver of cancellation fee charges from the Director of Residential Life; student must complete the checkout process with Residential Life staff after approval is received.
- Disability-related enrollment reduction, medical leave, or withdrawal approved through Student Accessibility and Support Services (SASS), which may include prorated housing and dining adjustments and waiver of cancellation fees when required as a reasonable accommodation.

ASSIGNMENT

Assignment: A room will be assigned only when a contract is complete. Room assignments can be made by Residential Life staff or through the Self-Selection process. Some room type options fill up quickly, first preferences are not guaranteed. Residential Life will communicate updates regarding room assignments through the Emporia State University student email. The student may be placed on a co-ed floor community. Room assignment is based upon participation in the room selection process, information provided in student record and the housing application, and room availability.

Residential Life is here to help students navigate university housing options. For additional information on room options, students are encouraged to contact Residential Life at reslife@emporia.edu or 620-341-5264 to talk with the Housing Assignment Coordinator or another Residential Life team member.

Disability Related Housing Accommodations: Emporia State University provides reasonable housing accommodations to students with documented disabilities in accordance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and the Fair Housing Act. Students who require specific room types, configurations, locations, or housing features due to a disability may request an accommodation through Student Accessibility and Support Services (SASS). When approved, disability-related housing accommodations may modify standard room selection processes, assignment timelines, room selection priorities, or self-selection procedures. Housing assignments made as an approved accommodation are not considered preferences and supersede general housing assignment processes.

Consolidation/Reassignment/Room Type Change: 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 or assess additional charges

include, but are not limited to, the following: resident requests the action; interest of health; student conduct sanction; roommate conflict; safety, welfare of the student and/or other residents; to consolidate partially filled rooms; to address room/building maintenance needs. In certain circumstances, Residential Life may offer the resident the option to change their room type, effectively making the room a private room. If the resident affirms the room type change, the following will occur: resident will pay the single room rate for the remainder of the housing contract and a new roommate will not be assigned to the open bed for that same duration. In particular situations communicated via written notice, the Director for Residential Life (or their designee) will initiate the room type change and adjust student billing (i.e. when a vacancy in a room is not maintained roommate ready).

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 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.

Disability Related Meal Plan Accommodations: Meal plan requirements are subject to reasonable accommodation under the ADA and Section 504. Students with documented disabilities may request a meal plan exemption, reduction, or modification when the standard meal plans do not reasonably accommodate their disability-related needs. All disability-related meal plan requests must be reviewed and approved by Student Accessibility and Support Services (SASS), in coordination with Dining Services for implementation. Disability-related dietary needs approved as accommodations are distinct from personal, lifestyle, or preference-based dietary choices. Dining Services will make reasonable modifications to dining access or meal plan structure when required to accommodate a documented disability, provided such modifications do not fundamentally alter the nature of the dining program. When a meal plan is reduced, modified, or discontinued as the result of an approved disability-related accommodation, forfeiture provisions related to unused Dining Dollars or meal plan charges may be adjusted or prorated as required by law.

Meal Plan Changes: For questions related to meal plan options and changes, contact the Union Services Office in the Memorial Union. Visit <https://www.emporia.edu/student-life/mem-union-rec-center/memorial-union/dining-services/meal-plan-faqs/> for more information. A student can change

their meal plan in the Residential Life portal, during the meal plan change period.

Meningitis Compliance: To meet the vaccination requirement, the student must have one dose of Menactra, Menveo, or MenQuadfi given on or after the 16th birthday. To satisfy documentation, the student may either: 1. Submit documentation via this secure upload link: <https://secure-upload.emporia.edu/sites/health/> or send documentation via fax (620-900-1355); 2. Bring the documentation of current vaccination to Student Wellness when on campus for enrollment; 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 the Student Wellness Center verifies meningitis compliance.

Notification of Room Assignment: The student will be notified via Emporia State University student email regarding room assignments. After notification is sent, re-assignments and other occupancy changes will be made at the discretion of Residential Life.

Room Assignments: A room will be assigned only when a contract is fully complete. Room assignments can be made by Residential Life staff or through the Self-Selection process. Some room type options fill up quickly, first preferences are not guaranteed. Residential Life will communicate updates regarding room assignments through the Emporia State University student email.

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 go through the conduct process.

Room Type or Roommate Requests: Room preferences and roommate requests must be submitted prior to room assignment. Early requests for room-type and roommate(s) are more likely to be granted, but requests are not guaranteed. Each individual student must request to live with the other student(s) in the Roommate Groups page in the housing application to make the request valid. All roommates must have a fully executed housing contract submitted to be assigned as roommates.

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 update the selected preferences. Changes must be submitted prior to room assignment.

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.

STUDENT

Student Accessibility and Support Services: Student Accessibility and Support Services (SASS) is the sole University office authorized to review documentation, determine eligibility, and approve disability-related accommodations for housing and dining. Residential Life and Dining Services implement accommodations as approved by SASS but do not independently evaluate, approve, deny, or modify disability-related accommodation requests.

Accommodation Requests and Documentation: If the student is seeking reasonable accommodations, contact Student Accessibility and Support Services by completing the registration form at <https://emporia.link/sassregistration>. Please call (620) 341-5222 if there are accommodation related questions or e-mail sass@emporia.edu. Student Accessibility and Support Services is responsible for ensuring that students with documented disabilities are provided the tools, appropriate accommodations, and support from the University to participate fully in all aspects of campus life.

Assistance Animals and Emotional Support Animals: Emporia State University recognizes the rights of students with disabilities to request reasonable accommodations for assistance animals in University housing. Service animals are permitted in accordance with the ADA. Emotional Support Animals (ESAs),

which are not pets, may be approved as a reasonable accommodation under the Fair Housing Act. Requests for Emotional Support Animals must be submitted to and approved by Student Accessibility and Support Services (SASS) prior to the animal residing in University housing. Approved Emotional Support Animals are subject to reasonable health, safety, and conduct standards but are not subject to pet-related restrictions regarding breed, size, or weight.

Check-In/Checkout: The student must complete an official check-in and checkout with Residential Life staff. Check-in consists of the student providing residence hall staff their Hornet Card and residence hall staff issuing a room key. A checkout consists of the student removing all personal items from the room space and returning the room key to residence hall staff. 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 were 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, or designee, 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 and the fee amount will be communicated to the resident by Residential Life staff.

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. Damage 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: If a student has not checked in by noon on the first day of class 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 and Unpaid Balances: If University 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. 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, 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.

Personal Property: The student agrees that all 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.

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 student must remove all personal property and possessions from the residence halls within 48 hours of withdrawing or being withdrawn from the University, unless otherwise directed by University personnel, 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 public health emergency and/or 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 (i.e. regularly scheduled Health and Safety inspections), 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 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 acknowledges the following:

- *I understand I will not be given a room assignment until the meningitis requirement has been satisfied. To meet the vaccination requirement, I must have one dose of Menactra, Menveo or MenQuadfi given on or after my 16th birthday or completed a waiver. The waiver is available for those with medical, religious, or other exemptions. Compliance is verified by the Student Wellness Center. Find out more information on the Student Health Services [website](#).*
- *I agree that 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, ending May 2027, and understand I am obligated to pay late fees, charges or other expenses associated with this contract. If my contract is terminated, by either myself or the University, I will be responsible for any cancellation fees charged, per the cancellation policy.*

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