Emporia State University
2018-2019 ACADEMIC YEAR HOUSING AND DINING CONTRACT

<table>
<thead>
<tr>
<th>Room Cost</th>
<th>North or South Tower Double (two-person)</th>
<th>North or South Tower Suite (four-person)</th>
<th>Central Morse Double (two-person)</th>
<th>Northeast Morse Triple (three-person)</th>
<th>Northeast Morse Quadruple (four-person)</th>
<th>Single (All Buildings)</th>
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</thead>
<tbody>
<tr>
<td>Fall 2018</td>
<td>$2640.00</td>
<td>$2780.00</td>
<td>$2345.00</td>
<td>$2250.00</td>
<td>$2025.00</td>
<td>$3190.00</td>
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<tr>
<td>Spring 2019</td>
<td>$2640.00</td>
<td>$2780.00</td>
<td>$2345.00</td>
<td>$2250.00</td>
<td>$2025.00</td>
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<td>14 Block</td>
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<tr>
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<td>Spring 2019</td>
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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 2018-2019 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, $250.00 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, 2018 and close at noon on December 15, 2018 for the fall semester and open at noon on January 13, 2019 and close at noon on May 11, 2019 for the spring semester. Students are not allowed to remain in the residence halls during the Winter Break (December 15, 2018 at noon – January 13, 2019 at noon).

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 your online housing contract through the Residential Life Portal located under the Buzzin Student Services tab. Payment of the $50 processing fee, $100 housing pre-payment, and $100 meal plan pre-payment ($250.00 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, 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 2017 or later.
  2. A student who is NOT 19 years of age before August 20, 2018.

- 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 2017 or later.
  2. A degree-seeking student who is NOT 19 years of age before August 20, 2018.
  3. A Visiting or Exchange student (attending the university for one or two semesters) who is not 21 years of age before August 20, 2018.
  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: the $50.00 processing fee, which is non-refundable, the $100.00 housing pre-payment, the $100 meal plan pre-payment, and meningitis compliance (as verified by Student Wellness Center at ESU). The $100 pre-payments may be refundable based on the contract cancellation schedule listed below. The $100.00 pre-payments will be applied to room or 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.

Waiving Residency Requirement: A student wanting to have the live-on requirement waived 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 filled 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 2018-2019 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 $250.00
- Date-stamped online contract cancellation requests or date-stamped email communications on or after July 31: Forfeiture of $250.00 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 2019 spring term, cancellation fee charges: (applies to new contracts submitted for spring 2019 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 $250.00
- Date-stamped online contract cancellation requests or date-stamped email communications received on or after January 2: Forfeiture of $250.00 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 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 unless requested by 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 account and 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 Plan, Dining and Value Dollars: All students residing in ESU housing are required to select one of the three meal plans while completing the housing contract. Each meal plan includes $125 per semester in Dining Dollars, which is included in the price of the meal plan and can be used in any dining location on campus. Additionally, the student may choose to purchase $130 Value Dollars per semester. Unused Dining Dollars and Value Dollars at the end of the fall semester will carry forward to the spring semester. Unused Dining Dollars and Value 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. Your dining contract is non-transferrable. Giving your Hornet ID card to another individual to gain access to the Hornet’s Nest or using a meal swipe to give anyone other than yourself access to the Hornet’s Nest is prohibited, and such actions may result in the suspension or discontinuance of your meal plan. If you want to bring a guest into the Hornet’s Nest, you may use your Dining Dollars or Values Dollars to pay 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.

Value Dollars: If the Housing & Dining Contract is cancelled all unused Value Dollars will be forfeited and are non-refundable, unless the contract cancellation is due to withdrawing from the university. In which case, a refund of any unused Value Dollars will be given if paid in full.

Meal Plan Changes: If a student wants to change to a lower tier meal plan, the change must be requested no later than 5:00 p.m. on the second Friday of each academic semester. At any time during the semester a student may change to a higher tier meal plan. If a student wants to add the Value Dollars option, they may do so until 5:00 p.m. on the second Friday of each academic semester. If a student had previously added the Value Dollars option, and wants to remove that option, they may do so until 5:00 p.m. on the second Friday of each academic semester, provided that no Value Dollars have been used; If any Value Dollars have been used, the student must keep the Value Dollar option on their meal plan. For questions related to meal plan adjustments and available options, contact the ID Office in the Memorial Union. You may also visit http://emporia.sodexomyway.com for more information.

Meningitis Compliance: To meet the vaccination requirement, the student must have one dose of Menactra or Meneveo given on or after the 16th birthday. To satisfy documentation, the student may either: 1. Bring the documentation of your current vaccination with you to your Hornet Connection; 2. Get the vaccination while on campus for Hornet Connection or from your 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: You will be notified via your 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. Notification for fall semester assignments will begin July 2018. Notification for spring-only assignments will begin early January 2019.

Required Fees: The student will not be assigned a room and meal plan until the Department of Residential Life has received the $50.00 processing fee, which is non-refundable, the $100.00 housing pre-payment, and the $100 meal plan pre-payment. Both $100 pre-payments 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.

Residential Learning Communities: Residential Learning Communities (RLCs) are designed to allow residents with similar interests or majors to live and learn within the same floor community. Refer to http://www.emporia.edu/reslife/oncampusliving/rlc/ for more information regarding these opportunities. RLCs are multi-gender communities. Generally, first year Residential Learning Communities will be housed in Towers on floors with two-person rooms and upper-class Residential Learning Communities will be housed in Morse on floors with three or four-person rooms. If you select an RLC, the RLC request will supersede other requests, including room type, building, and roommate requests. If you and your requested roommate request the same RLC, your roommate request may be considered. However, final placements to an RLC are based on alignment with the floor theme. To add, change, or remove your Residential Learning Community request after submitting your completed online contract, return to the Residential Life Portal. Changes must be received no later than June 1, 2018.

Room Assignments: A room will be assigned only when a contract is fully complete and will be assigned based on the contract completion date. An online housing contract is considered complete when the complete contract has been submitted and the $250.00 payment has been received. 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 reapportionment 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 June 1, 2018.

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 your preferences after submitting your contract online, return to the Residential Life Portal to submit the Preference Change request. Changes must be submitted no later than June 1, 2018.

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

Accommodation Requests and Documentation: If the student is seeking reasonable accommodations, contact Student Accessibility and Support Services (SASS) at (620) 341-6637 or via e-mail at disabser@emporia.edu. SASS 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 issuance of a room key by the residence hall staff. 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 reallocate 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 you are not permitted to reside in the residence halls. If a student is convicted of or pleads no contest to a felony charge 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 fee will be updated and posted on the Residential Life website. 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, roaches, 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.

No Show Policy: A student who does not check into an assigned room will be billed the daily 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 food service balance are not eligible for campus housing until the unpaid balance is paid in full. Unpaid meal plan charges beyond November 1st in the fall semester, April 1st in the spring semester, may result in the suspension of the meal plan.

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 your online Housing contract, 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 your E# serves as your electronic, legally-binding signature and is required for completion of the online housing contract.