

UNIVERSITY OF CINCINNATI

HOUSING AGREEMENT TERMS AND CONDITIONS 2009-2010

ON CAMPUS LIVING REQUIREMENT

Any student enrolled at the University of Cincinnati may live in on-campus housing. **All unmarried first year students, or transfer students not transferring 45 credit hours or more, who live outside a fifty-mile radius of the Uptown Campus and are under the age of 21 years are required to live in the University on-campus residence halls their first academic year.**

TERMS & CONDITIONS INTRODUCTION

The Residence Hall Agreement is a legally binding contract between you and the University of Cincinnati. When the Agreement is signed, serious legal and financial obligations are created. Please review the Terms & Conditions described below. If you are under 18 years of age, you must review this information with your parents, and their signatures are required on the Housing Agreement. To reside in the Residence Hall community, Residents must be enrolled in University classes. The Housing Agreement is a legally binding Contract for the **academic year**, similar to a lease. *Please note, the Office of Housing and Food Services (HFS) reserves the right to change a room assignment whenever necessary. In unusual circumstances temporary housing assignments may be made. Dates outlined in the Terms & Conditions are subject to change should the University change or adjust the academic calendar. Students will be notified should any changes in dates occur.*

I. ROOM RESERVATION AND HOUSING AGREEMENT DURATION

A. Room Reservation. A \$150 room reservation fee is to be submitted with any new Housing Agreement. When HFS receives the signed Housing Agreement and the \$150 room reservation fee, a space is reserved. Current Residents, who are submitting a Housing Agreement for a new contract year, are excluded from this requirement. For current students, the \$100 damage deposit, which was submitted as part of the student's \$150 room reservation fee for the current year, is retained by HFS and applied to the new contract year as the student's damage deposit and all cancellation and refund terms listed hereafter remain in effect. Any damages assessed at checkout from the previous contract year will be billed to the student at their address of record and must be paid in full within 30 days of billing. Failure to meet this requirement may result in the cancellation of this Housing Agreement and results in the full forfeiture of the damage deposit or the full damage amount, whichever is greater. All Residents' room, hall, and roommate requests are subject to availability. Fifty dollars of the \$150 is a non-refundable processing fee. The balance of the fee will be held as a damage deposit and refunded, less any damage, contract breakage and/or improper checkout charges, within 30 days of the contract termination date. If the Housing Agreement is cancelled prior to occupancy, the following cancellation terms apply:

<ul style="list-style-type: none">Housing Agreements cancelled within fifteen (15) calendar days of submittal and prior to taking occupancy.	\$100 refund of Room Reservation Fee
<ul style="list-style-type: none">Housing Agreements cancelled more than fifteen (15) calendar days of submittal and prior to taking occupancy.	No Refund of Room Reservation Fee and \$200 Penalty

FOR ADDITIONAL INFORMATION ON THE CANCELLATION POLICY, SEE SECTION III, CONDITIONS FOR TERMINATION OF THE HOUSING AGREEMENT.

B. Housing Agreement Duration. The Housing Agreement is effective and binding for the full academic year, Fall through Spring quarters inclusive, or the portion of the year remaining at the time of the assignment, for all **except co-op students and those Residents holding 12-month contracts**. The dates for 2009-10 are: Summer quarter (June 22 – September 3, 2009); Fall quarter (September 23 – December 12, 2009); Winter quarter (January 4 – March 20, 2010) and Spring quarter (March 29 – June 12, 2010). Co-op students who sign a Housing Agreement are required to reside in the halls during their academic terms. They are not required to do so during their appropriate work sections. Co-op students may also live in a residence hall but be released from their meal plan during their co-op quarter. Residents are required to bring their co-op assignment letter to HFS with a completed petition form, and, if leaving the residence halls, to check out properly. The co-op academic year is Fall through Spring quarters, inclusive. **The Housing Agreement cannot be cancelled except under conditions described herein.** Residents who are not required by University policy to

live in a residence hall may enter a Quarter Contract for a \$350 fee over and above the applicable room and board fees. Should the student convert to an Academic Year Contract, the \$350 fee will be credited to the following quarter room and board fees.

II. TERMS & CONDITIONS OF THE HOUSING AGREEMENT

The University agrees to provide the Resident use of the facilities in the residence halls and dining halls during times classes and final exams are held, in accordance with the established University calendar. During recess periods between quarters (June 14, 2009, through June 21, 2009, September 4, 2009, through September 22, 2009, December 13, 2009, through January 3, 2010, March 21, 2010, through March 28, 2010, and June 13, 2010, through June 20, 2010) housing and dining services are not provided. Additionally, meals are not provided during the Thanksgiving break. Under special circumstances (determined by HFS) room accommodations may be provided during the break periods at an additional cost for Residents who do not sign a 12-month contract.

A. Resident Behavior/Agreement Termination. Residents are expected to participate in the residence hall educational activities designed to enhance the quality of life. Residents agree to abide by the Rules of the University of Cincinnati, including the University Student Code of Conduct, as well as federal, state, and local laws. The University Student Code of Conduct is available from the Office of University Judicial Affairs, Suite 745, Joseph A. Steger Student Life Center, and online at www.uc.edu/conduct. Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Hall Handbook, and other posted residence hall regulations. The University may reassign or remove any Resident from the residence halls in accordance with established procedures as a consequence of the Resident's violation of University rules, policies, residence hall regulations, or the Terms & Conditions of the Housing Agreement. Violations of University rules or regulations may be grounds for termination of the Housing Agreement and forfeiture of associated costs. Unless otherwise indicated in this Agreement, termination of the Housing Agreement prior to the expiration of the term of the Agreement shall conform to the University Student Code of Conduct.

B. Enrollment Status/Delinquency of Fees. All Residents residing in the residence halls MUST be enrolled in classes and have all Housing and Food service fees and charges paid. Residents who are not enrolled, who are delinquent in their Housing and Food service fees or any part thereof, or who have failed to sign a Housing Agreement, will receive an eviction letter requiring them to enroll, pay their fees, or sign the Housing Agreement immediately or vacate the residence hall premises. Termination of the Housing Agreement under this Section, and prior to the expiration of the term of the Agreement, shall conform to the University Student Code of Conduct and the Residence Hall Handbook and Regulations. If Residents do not properly check out of their residence hall, the room locks are changed and their account is charged appropriately for the new core and for all of the new keys for that room.

C. Furnishings. Residents' rooms are furnished with the appropriate number of beds, mattresses, desks, chairs, and waste baskets. Residents must provide their own bed linens, pillows, towels, area rugs, and other personal items.

D. Right of Privacy & Room Entry. The University respects Residents' rights to privacy in their rooms and makes a reasonable effort to give at least 24 hours notice for damage, maintenance, or cleanliness inspections. The University regards room entry for purposes of improvements, maintenance, cleaning, recovery of unauthorized university-owned property, and fire and safety inspections as necessary for the health and general welfare of all residents. Such entry is agreed to and authorized by the Resident as part of this Agreement. Entry without notice occurs in emergencies to ensure protection of life, limb, and/or property, and upon a Resident's request for maintenance services. Entry and inspections of rooms by University or law officials for purposes of discovering violations of University rules and regulations, or local, state, or federal law shall be reasonable and in accordance with University policy and state and federal law.

E. Space Buyout. When space is available, HFS may offer the Residents an option for reduced occupancy in the room or suite. There is an additional charge for Residents who live in rooms which are not occupied to capacity but wish to retain the reduced occupancy to give the remaining resident(s) additional space. The reduced occupancy option may include a two-person room used as a super-single room, or any four-, five-, six- or seven-person room used at a lesser capacity. HFS may restrict the number of reduced bed spaces allowed per room. For further information on buyout, contact HFS.

F. Consolidation. It is not the policy of HFS to move students from one assignment to another unnecessarily. However, situations do arise that warrant relocation. Residents are expected to cooperate fully in all occasions where moves are required, such as consolidation, reassignment due to maintenance requirements, administrative moves, and other similar circumstances. Consolidation means that the Resident may be paired with a new roommate so that additional space may be freed up in the facility to accommodate new residents or single room requests. Consolidation necessitates someone moving in with the Resident or the Resident moving in with someone else. When this occurs, the Resident is notified of the date someone is moving in or the date by which the Resident is required to move to the new room assignment.

G. Care of Facilities.

1. **Damages and Special Services.** The Resident agrees to be directly and financially responsible for keeping assigned space and furnishings clean and free from damage. The Resident agrees to pay established charges or actual costs, for room damages, special housekeeping, or maintenance services necessary due to misuse or abuse of facilities (beyond normal wear and tear). The Resident is responsible for an equal portion of the charges assessed to all occupants of the Residents' room. The Resident agrees to pay established charges or actual costs, for damages to common areas (areas not in the confines of the Residents' rooms) or special housekeeping or maintenance services necessary due to misuse or abuse of facilities or equipment for which the Resident is responsible. The Resident is responsible for an equal portion of charges assessed to all Residents of a floor/hall when those responsible cannot be identified. Damage charges are payable upon assessment. When a Resident withdraws from the residence hall system, any unpaid damage assessments in excess of the \$100 security deposit are billed to the resident.

2. **Keys.** The Resident is assigned the room and hall keys, and agrees to not have keys duplicated, not transfer use of the keys, and surrender the keys at the end of each quarter if required, or when the Resident officially checks out of the residence hall. The Resident agrees to immediately report the loss of an assigned key and to pay any associated cost for replacement of lost keys. Replacement cost for a lost or stolen key is \$60 per key. Lost keys found prior to the changing of the lock core should be reported immediately to the Hall Public Inquiries Assistant (PIA) to stop the replacement process if possible.

3. **Access Card.** Residents agree not to transfer card to any other persons for building access. Residents agree to immediately report any lost card to HFS. Once a Resident has checked out of a residence hall they may only reenter the building as a guest of a current resident.

H. Liability. The University **does not carry liability insurance** for any Resident or Resident's property and, therefore, does not assume responsibility to Residents or other persons, including guests, for the loss of money or valuables, damage to property, or injuries sustained on the premises. Criminal activity, personal injury and theft occur, and the risk exists for such future occurrences, specifically within and around Housing and University Dining service facilities. **Therefore, the University recommends the Residents make their own arrangements concerning insurance and protection against such losses.**

III. CONDITIONS FOR TERMINATION OF THE HOUSING AGREEMENT

A. Prior to Occupancy. Cancellations from returning Residents are accepted, but only in the event the cancellation is made in writing by the Resident (or emailed at UCHousing@uc.edu), and sent directly to HFS in accordance with the schedule outlined below. All cancellations are subject to the terms of this agreement. Cancellations are to be submitted on-line via the Housing Cancellation Form or mailed to the Office of Housing and Food Services, ATTN: Cancellations, PO Box 210045, Cincinnati, Ohio 45221-0045. **Cancellations sent to any other University office does not cancel the Housing Agreement.** HFS strictly enforces the cancellation dates. When the cancel date is in question, the date of on-line submission or date of the postmark is used as the official date. HFS refunds the room reservation fee according to the schedule listed in section I, subsection A, of the housing agreement. **A change in quarter arrival does not negate the Housing Agreement, nor change the cancellation dates. The student must abide by the cancellation schedule that is in effect when the Housing Agreement is initially returned to HFS.**

B. After Occupancy. HFS is aware that unforeseen circumstances may prevent a Resident from fulfilling the Housing Agreement, and agrees to work individually with these Residents. In these circumstances, the Resident is responsible for contacting HFS and should be prepared to discuss and document, in specific terms, their inability to fulfill the Housing Agreement. Petitions to be released from the Housing Agreement must be received in HFS by the dates specified to be considered for the following quarter: Fall quarter (August 13, 2009); Winter quarter (November 12, 2009); and Spring quarter (February 18, 2010). Any early release from the Housing Agreement results in a forfeiture of the \$100.00 Deposit.

C. Contract Buyout. Residents who are not required by University policy to live in a residence hall may terminate their contracts for subsequent quarters without cause upon payment of a termination fee equal to 50% of their room rate multiplied by the number of quarters remaining on their housing agreement and forfeiture of their \$100.00 housing deposit.

IV. FINANCIAL CONDITIONS

A. Fees and Payment Schedule. The Resident agrees to pay all applicable University housing and meal plan fees. Residence hall charges, per quarter, are included on the University Schedule/Bill and are payable **in full** on or before the due date on the bill. The Resident agrees to make all payments due each quarter before moving into the residence hall. Residents who are evicted during the quarter for disciplinary reasons are responsible for that quarter's full residence hall fees. The Resident agrees to discuss payment problems with HFS in advance of any due date. Failure to make payments as prescribed does not relieve the Resident from the Housing Agreement obligations. Non-payment results in denial of residence hall services, in cancellation of current Resident enrollment and in denial of subsequent University registration/enrollment until the amounts owed are paid. Residents enrolled in the

University but failing to check into their assigned residence hall space, while the Housing Agreement is in effect, continues to be assessed residence hall fees. A resident who leaves the residence hall during the term of the Housing Agreement without the written consent of HFS, but still enrolled in the University continues to be liable for residence hall fees.

B. Refunds. Refunds of room and board charges are based on the date the Resident checks out and are contingent upon proper check out from the residence halls. Residents must complete the formal check out process to be eligible for a refund and are responsible for all room and board charges until the formal check-out process has been completed. The Resident must check out with a Resident Advisor or the Resident Coordinator. The following three steps must be completed.

1. Resident Advisor (RA) must examine the room for damages and complete the check out portion of the check-in/check-out form. This form is then signed and dated by both the RA and the Resident. A copy of the check-in/check-out form is given to the Resident upon completion of all three check-out steps.
2. Resident must turn in all keys to the RA, sign, and date a key card.
3. Resident must complete a proper check out form summarizing the reason(s) for leaving. If the RA is unavailable, the Resident must contact the Resident Coordinator or PIA to summon another RA to complete the process. Failure to complete a proper check out may result in the assessment of an administrative fee. Residents are refunded room fees in accordance with the University policy outlined in the following schedule:

<u>Room Charge Refunds *</u>	
Prior to check-in	100%
First week of the quarter	80%
Second week of the quarter	60%
Third week of the quarter	40%
After the third week	None

* A week shall be the first day of the quarter through the following Sunday and thereafter Monday through Sunday

Board Charge Refunds

Prior to check-in, Residents will receive a 100% refund. After check-in Residents are refunded board fees in accordance with the University policy outlined below:

All meal plans containing Bearcat Campus Card dollars have the full amount of these dollars deducted from the refund. For all residential meal plans, the refund is the per meal cost multiplied by the smaller of either 1) The number of meals per week for your selected meal plan for the remaining number of weeks in the quarter or 2) the exact number of unused meals. The weekly meal plan equivalencies are 132 Plus Plan = 12 meals/week, 154 Plan = 14 meals/week, 209 Value Plan = 19 meals/week. All independent meals plans are subject to the terms and conditions associated with the Independent meal plan program.

Any outstanding financial obligations with the University are deducted from the refund check, which requires up to 12 weeks for processing. No refunds are made to any Resident receiving academic credit for the Quarter or for absences from the residence halls. In the event provision of the services described herein is beyond the control of the University due to extraordinary circumstances, refunds of prepaid room and board fees are determined by the University of Cincinnati Board of Trustees.

D. Disability Accommodation Housing Rate. If a determination of need by the Office of Disability Services indicates that a single room is an appropriate special housing accommodation, then the student shall be assigned in accordance with the determination and assigned the multiple occupancy housing fee.

V. FOOD SERVICE AND MEAL PLANS

Food services are provided for Residents in the Dining Halls as part of the Housing Agreement. **ALL First-Year Residents** are required to be on a meal plan. Returning residents to housing or new residents transferring in with 45 or more credit hours at the beginning of the academic year are not required to be on a meal plan. Meal plans are for the entire academic year or the duration of the Housing Agreement. Residents agree to observe all published and posted rules concerning Food Services and Dining Halls. The financial obligations concerning Food Service payments are part of the Housing Agreement and are subject to the same schedules and requirements.

A. Meal Plan Changes. Requests for meal plan changes must be made in writing and must be received in HFS within (5) days from the first day of classes of the quarter to be effective for that quarter. **Requests may be submitted via the Web site at <http://hfs.uc.edu/mpchange/> or by email to UCHousing@uc.edu and must include student name, ID number, current meal plan, and desired meal plan.**

B. Dining Schedules. There are no refunds for or rescheduling of missed meals. Residents who have classes or work schedules that prevent arriving at the Dining Hall during posted serving hours should discuss their situation with HFS. Dining facilities may be consolidated and serving hours reduced during low demand periods.

C. Special Diets. Residents who require a specific diet for medical reasons should consult the Office of Housing and Food Services. Residents must have a letter from their physician describing the medical need and specific food and/or preparation required.

– Please Retain a Copy of this Document for Your Records –