

Housing Agreement Terms & Conditions 2022-2023

On-Campus Living Requirement

All unmarried first year students, or transfer students not transferring 30 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 of Cincinnati's housing ("University Housing") their first academic year. Students enrolled in College Credit Plus or other similar dual-enrollment programs are not eligible for University Housing.

Terms & Conditions Introduction

The Housing Agreement Terms & Conditions ("Housing Agreement") is a legally binding contract between you ("Resident") and the University of Cincinnati ("University").

When the Agreement is signed, serious legal and financial obligations are created. Please review the terms and conditions described below. If you are under 18 years of age, you must review this information with your parents, and their signature is required on the Housing Agreement. To reside in University Housing, 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 Housing Agreement are subject to change should the University change or adjust the academic calendar. Students will be notified should any changes in dates occur.

I. Reservation and Housing Agreement Duration

A. Room Reservation

A non-refundable \$75 application fee is to be submitted with any new Housing Agreement. When HFS receives the signed Housing Agreement and the \$75 application fee, a space is reserved. 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. All Residents' room, hall and roommate requests are subject to availability. If the Housing Agreement is cancelled prior to occupancy, the following cancellation terms apply:

uc.edu/housing
Cancellation Terms

Cancellation Period – Housing Agreements cancelled:	Amount of Refund of Room Reservation Fee
Within fifteen (15) calendar days of submittal and prior to taking occupancy	No Refund of Application Fee
More than fifteen (15) calendar days of submittal and prior to taking occupancy	No refund of Application 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 terms inclusive, or the portion of the year remaining at the time of the assignment, for all **except those Residents residing in 12 month facilities.**

The dates for **2022-23** are: Summer term (May 8– August 6, 2022); Fall term (August 21– December 10, 2022); and Spring term (January 8 – April 29, 2023).

Co-op Residents who sign a Housing Agreement are required to reside in University Housing during their academic terms. They are not required to do so during their appropriate work sections. Co-op Residents may also live in University Housing but be released from their meal plan during their co-op term. Residents are required to submit their co-op assignment letter from the UC Division of Professional Practice or from the co-op host site to HFS and, if leaving University Housing, to check-out properly. *The co-op academic year is **Fall through Spring terms, inclusive.** The Housing Agreement cannot be cancelled except under conditions described herein. At the time of application,* Residents who are not required by University policy to live in University Housing may enter into a Semester Contract for a \$500 fee over and above the applicable room and meal plan fees. Should the Resident convert to an Academic Year Contract, the \$500 fee will be credited to the following term room and meal plan fees.

II. Terms & Conditions of the Housing Agreement

The University agrees to provide the Resident use of the facilities in University Housing and dining halls during times classes and final exams are held, in accordance with the established University calendar. During recess periods (May 1, 2022 through May 7, 2022, August 7, 2022 through August 20, 2022, December 11, 2022 through January 7, 2023, March 13 through March 19, 2023) 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 reside in 12-month facilities.

A. Resident Behavior/Agreement Termination

Residents are expected to participate in University Housing educational activities designed to enhance the quality of life. Residents agree to abide by the rules, policies, and procedures of the University, including the University’s Student Code of Conduct, as well as federal, state, and local laws. The University’s Student Code of Conduct is available online at uc.edu/conduct. Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Guide to Living on Campus and other posted University Housing regulations. The University may reassign or remove any Resident from University Housing in accordance with established procedures as a consequence of the Resident’s violation of University rules, policies, University Housing regulations, or the Housing Agreement. Violations of University rules, policies, or regulations, as well as federal, state, and local

laws, may be grounds for termination of the Housing Agreement and forfeiture of associated costs. Unless otherwise indicated in this Housing Agreement, the procedure for termination of the Housing Agreement prior to the expiration of the term of the Housing Agreement shall conform to the University's Student Code of Conduct.

B. Enrollment Status/Delinquency of Fees

All Residents residing in University Housing 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, receive an eviction letter requiring them to enroll, pay their fees, or sign the Housing Agreement immediately or vacate the University Housing premises. The procedure for termination of the Housing Agreement under this Section, and prior to the expiration of the term of the Housing Agreement shall conform to the University's Student Code of Conduct and the Residence Hall Handbook and Regulations. If Residents do not properly check out of their University Housing, 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-hour notice for damage, maintenance, or cleanliness inspections. The University regards room entry for purposes of improvements, maintenance, cleaning, and 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 Housing 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 single room, or any four-, five-, six-, seven-, or eight-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 Residents from one assignment to another unnecessarily. However, HFS reserves the right to relocate a Resident to a different housing assignment both prior to and during occupancy. Relocation may be due to consolidation needs, maintenance requirements, administrative moves, or other similar circumstances. Residents are expected to cooperate fully in all occasions where moves are required. During a move a Resident may be paired with a new roommate. 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 Resident's 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 University Housing system, any unpaid damage assessments are billed to the Resident.

2. Keys

The Resident is assigned unit and bedroom keys (where applicable) and agrees to: not have keys duplicated, not transfer use of the keys, and surrender the keys at the end of each term if required, or when the Resident officially checks out of University Housing. 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 \$80 per key. Lost keys found prior to the changing of the lock core should be reported immediately to the resident's Resident Assistant or Community Coordinator.

3. Access Card

Residents agree not to transfer their access 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 University Housing 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.**

I. Health Issues

The University may adopt and implement any measures it deems necessary to reduce or prevent the spread of illnesses, including but not limited to, the transmission of infectious agents, bacteria, viruses, toxins or other organisms that may present risk to Residents and members of the campus community or the public in general (collectively, "Communicable Illnesses"). Communicable Illnesses and other public health issues may impact housing accommodations and options. Due to the nature of specific Communicable Illnesses, it may be necessary for the University to adopt and implement additional rules and/or measures that change, modify, or alter its response to Communicable Illnesses or other public health issues, which may further impact housing accommodations and options.

Residents agree that they have considered their own personal health status and the increased risk factors inherent with community living, including the risk of exposure to or infection by Communicable Illnesses, and where appropriate, have consulted with a medical professional before deciding to live in

University Housing. By choosing to contract with the University for University Housing, Residents understand and agree that the University may implement additional measures, at its sole discretion, that may result in changes in the manner or availability, or room assignment, of housing, including but not limited to, reducing the population density of University Housing, reconfiguring University Housing space, restricting certain furniture arrangements, and modifying cleaning and sanitation services. Residents acknowledge that any such changes are for their personal safety and the safety of the University Housing community.

Residents understand that despite all efforts on the part of the University, Residents can still be exposed to or contract Communicable Illnesses. To reduce risk, Residents agree to comply with all University rules, regulations, guidelines and policies, as well as local, state and federal guidelines relating to Communicable Illnesses or other public health issues.

Residents further understand that the University may not have adequate or available facilities to provide housing in the event a Communicable Illness or other public health issue requires quarantine or isolation pursuant to a University rule, regulation, or policy or as ordered by governmental authority. Residents understand that all University policies, rules, and regulations, including the Student Code of Conduct, still apply to them. Residents further understand and acknowledge their shared role in reducing the risks of Communicable Illness for themselves and others in the University Community.

III. Conditions for Termination of the Housing Agreement by Student

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 Housing 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.

Cancellation 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 term 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 by HFS prior to the start of the term for which release is being requested.

C. Contract Buyout

Residents who are not required by University policy to live in University Housing may terminate their contracts for subsequent term without cause upon payment of a termination fee equal to 50% of their room rate multiplied by the number of terms remaining on their Housing Agreement.

IV. FINANCIAL CONDITIONS

A. Fees and Payment Schedule

The Resident agrees to pay all applicable University housing and meal plan fees. Housing and meal plan fees, per term, 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 term before moving into University Housing. Residents who are evicted during the term for disciplinary reasons are responsible for that term's full University Housing 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 University Housing 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 University Housing space, while the Housing Agreement is in effect, continue to be assessed University Housing fees. A Resident who leaves University Housing during the term of the Housing Agreement without the written consent of HFS, but still enrolled in the University, continues to be liable for University Housing fees.

B. Room Refunds

Refunds of room charges, as a result of a room change or termination of the Housing Agreement, are based on the date the Resident checks out and are contingent upon proper check-out from University Housing. Residents must complete the formal check-out process to be eligible for a refund and are responsible for all room and meal plan 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 Community Coordinator 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:

Room Charge Refunds

Cancellation Period	Amount of Refund
Prior to check-in	100%
First week of the term	80%
Second week of the term	60%
Third week of the term	40%
After the third week	None

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

No refunds are made to any Resident receiving academic credit for the term or for absences from University Housing. 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 meal plan fees are determined by the University in its sole discretion.

C. Accessibility Accommodation Housing Rate

If a determination of need by the Office of Accessibility Resources 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.

IV. Food Service and Meal Plans

Food services are provided for Residents in the Dining Centers as part of the Housing Agreement. **All first-year students with a university housing agreement must purchase a residential meal plan.** First year status is defined by tuition guarantee cohort. 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 Centers. The financial obligations concerning Food Service payments are part of the Housing Agreement and are subject to the schedules and requirements as described above.

A. Meal Plan Changes

Requests for residential 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 term to be effective for that term. Requests may be submitted on-line via the Meal Plan Change Form at <https://www.uc.edu/campus-life/food/meal-plans/change-request.html> or by email to UCHousing@uc.edu and must include student name, ID number, current meal plan and desired meal plan. Campus Dining Pass cannot be changed or cancelled on or after the first day of meal service for the term.

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. The University may implement measures, at its sole discretion, that may result in changes in the manner or availability of dining, including but not limited to, availability of dine-in options, closure of locations, and changes to menu items.

C. Special Diets

Residents who require a specific diet for medical reasons should consult the Office of Accessibility Resources. If a determination of need by the Office of Accessibility Resources indicates that a special meal plan accommodation is appropriate, then the Resident shall be assigned a meal plan or no meal plan at all in accordance with the determination. For all other special dietary requests residents should consult the Office of Housing and Food Services and follow its policies and procedures

D. Meal Plan Refunds

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

- All meal plans containing Bearcat Campus Card dollars will have the full amount of these dollars deducted from the refund.
- The Unlimited Meal Plan will be a pro-rated refund based on the remaining number of weeks in the term.
- Campus Dining Pass meal plans cannot be changed or cancelled on or after the first day of meal service for the term.

V. ASSUMPTION OF THE RISK

Residents understand that choosing to purchase University provided dining services and living in University Housing may present certain known and unknown risks to their personal health, safety, and well-being and Residents knowingly agree to accept those risks. Residents acknowledge that while the University may implement measures intended to minimize the likelihood of contracting or being exposed to Communicable Illnesses, Residents can never be fully shielded from any and all risks of being exposed to or contracting any illness or disease. Residents understand that even if they follow recommended safety precautions, they may still become exposed to, infected with, or transmit a Communicable Illness to others.

VI. WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW, AND IN CONSIDERATION OF THE OPPORTUNITY TO RESIDE IN UNIVERSITY HOUSING, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO ASSERT ANY LEGAL OR EQUITABLE CLAIM AGAINST THE UNIVERSITY AND ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (“RELEASEES”); I FURTHER AGREE TO RELEASE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS OF ANY KIND, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES ARISING FROM THE HOUSING AGREEMENT OR ANY SERVICES PROVIDED UNDER THE HOUSING AGREEMENT THAT I MAY HAVE OR THAT HEREAFTER MAY ACCRUE TO ME, ARISING OUT OF ANY LOSS, DAMAGE, INJURY, OR ILLNESS, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, WHETHER CAUSED BY THE NEGLIGENCE, MISFEASANCE, OR NONFEASANCE OF RELEASEES OR OTHERWISE WHILE ENGAGED IN ANY ACTIVITY OR PROGRAM OFFERED BY THE UNIVERSITY. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS SAID PARTIES FROM ALL CLAIMS HEREAFTER MADE BY ME OR MY SPOUSE OR ON MY BEHALF BY MY PARENTS, GUARDIANS, SPOUSE, HEIRS, EXECUTORS, OR ASSIGNS.

VII. SEVERABILITY

In the event that any provision of these terms and conditions shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability.

No refunds are made to any Resident receiving academic credit for the term 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 meal plan fees are determined by the University Of Cincinnati Board Of Trustees.

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