

HOUSING AGREEMENT TERMS AND CONDITIONS 2015-2016

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 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 on-campus residence halls their first academic year.**

Terms and 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 signature is 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 result 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:

Housing Agreements cancelled within fifteen (15) calendar days of submittal and prior to taking occupancy.	\$100 refund of Room Reservation Fee
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 terms inclusive, or the portion of the year remaining at the time of the assignment, for all **except those Residents holding 12-month contracts.** The dates for **2015-16** are: Summer term (May 10–August 8, 2015); Fall term (August 23–December 12, 2015); and Spring term (January 10–April 30, 2016). 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 the residence hall 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 the residence halls, 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.* Residents who are not required by University policy to live in a residence hall may enter into a Semester Contract for a \$500 fee over and above the applicable room and meal plan fees. Should the student convert to an Academic Year Contract, the \$500 fee will be credited to the following term room and meal plan fees.

II. Terms and 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 (May 2, 2015 through May 10, 2015, August 8, 2015 through August 23, 2015, December 12, 2015 through January 10, 2016, March 21, 2016 through March 25, 2016 and April 30, 2016 through May 8, 2016) 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, 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 and 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, 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 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-, -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 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 term 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 \$80 per key. Lost keys found prior to the changing of the lock core should be reported immediately to the Hall Public Inquiries Assistant (PIA).

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 do 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 in HFS by the dates specified to be considered for the following term: Fall term (July 20, 2015); and Spring term (November 30, 2015). Any early release from the Housing Agreement results in a forfeiture of the \$100 Deposit.

C. Contract Buyout. Residents who are not required by University policy to live in a residence hall 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 and forfeiture of their \$100 housing deposit.

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 the residence hall. Residents who are evicted during the term for disciplinary reasons are responsible for that term'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, continue 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. Room Refunds. Refunds of room 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 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 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:

Room Charge Refunds *	
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

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 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 in its sole discretion.

C. 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 Centers as part of the Housing Agreement. **ALL students required to live on campus must purchase a residential 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 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 five (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 <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.** Campus Dining Passes 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.

C. Special Diets. Residents who require a specific diet for medical reasons should consult the Office of Disability Services. If a determination of need by the Office is Disability Services indicates that a

special meal plan accommodation is appropriate then the student 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. Residents must have a letter from their physician describing the medical need and specific food and/or preparation required.

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 days in the term.
 - The block 186 Plan refund is the per meal cost multiplied by the smaller of either:
 1. The number of meals per week for the remaining number of weeks in the term
- OR**
- 2. The exact number of unused meals
 - Campus Dining Pass meal plans cannot be changed or cancelled on or after the first day of meal service for the term.

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 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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