**KENT STATE UNIVERSITY**

RESIDENCE HALL CONTRACT FOR ROOM AND DINING PLAN

THE RESIDENCE HALL AND DINING PLAN CONTRACT IS FOR THE CONTRACT DATES LISTED BELOW.

**Residence halls open on January 17, 2021 and close on April 17, 2021.**

The Residence Hall and Dining Plan Contract (“**contract**”) is for space in the residence halls and is between Kent State University and the student, and/or parent or legal guardian if the student is under the age of eighteen (18). **Please be aware that once the contract is signed, the terms of the contract incorporates by reference the University Policy Regarding Student Housing (Policy Register 3342-4-05:** [**https://www.kent.edu/policyreg/university-policy-regarding-student-housing**](https://www.kent.edu/policyreg/university-policy-regarding-student-housing)**).**

**A.** OFFER

Kent State University agrees to provide a furnished room and dining plan (if contracted, see Dining Plan section), for payment of the fee in effect at the time of occupancy. The contract creates a license for the student to use campus housing and is not a lease. The relationship between Kent State University and the student is that of licensor-licensee and not that of landlord-tenant. A license creates a privilege for the student to use residential housing subject to the conditions of this contract, superseding all previous contracts as well as any verbal statements or telephone conversations made concerning this contract.

This contract is for the specified contract term noted above (“Contract Term”), or balance thereof if entered into after such period has already started. Therefore, once the student has agreed to this contract, the student is expected to honor the contract for the balance of the length of the contract. Once executed, requests for exceptions/alterations or changes of the terms must be submitted in writing by the individual signing this contract.

The university, by action of the Board of Trustees, or designee, reserves the right to alter any conditions of this contract, including rates, upon thirty (30) day notice. NOTE: The regular forfeiture and refund schedule does not apply to those situations that, by their nature, prohibit the university from rendering the contracted services. In the case that a refund is necessary or appropriate, the Board of Trustees will develop an alternative method that reflects the particular circumstances.

**B.** **STUDENT RESPONSIBILITIES**

The residence halls at Kent State University are intended to support student success. To that end, all students living in the residence halls have the following responsibilities. These responsibilities are intended to support all individuals who live, work, and support these communities including the student entering the housing contract.

1. You, the Student (herein after referred to as “You” or “Student”) agree to be enrolled, and remain enrolled, for academic credit each semester. Part-time status *does not* terminate this contract. A schedule of all remote courses *does not* terminate this contract.
2. Student agrees to accept Room and Dining Plan (if contracted) and pay the applicable fees for the specified Contract Term, or *remainder thereof*. If a student withdraws (exits) from the university or if a Contract Release is granted, this contract will be suspended at the time of the student’s checkout. Should a student re-enroll (after exiting) or be reinstated (after being academically dismissed) during the same academic year this contract was signed, the obligation of this contract will be reinstated.
3. **Student understands that non-occupancy of assigned space does not terminate the contract.**If a student exits the University during the contract period, the student must notify Residence Services and follow the checkout process. If a student exits the University and does not checkout of the residence hall, housing charges will continue.
4. Student agrees to the terms, conditions, policies, rules and regulations contained in the *Hallways Handbook*, the *University Policy Register*, laws of the United States, the State of Ohio, and all local laws for the City of Kent or Portage County.
5. Student agrees to be held liable for damages to university property. In addition, all floor/community residents can collectively be held responsible for damages to public areas that cannot be attributed to specific individuals. Damage charges include replacement cost(s) along with any associated labor cost. Student agrees that any damage charges shall be assessed to the student’s account.
6. Student agrees to support the safety, health, and well-being of the residence hall community. If a student’s behavior compromises the safety, health, and well-being of the community, the Department of Residence Services may refer the student to Psychological Services or to the Office of Student Conduct. Failure to comply with this referral and/or continued compromising behavior will result in termination of the contract. Please refer to Termination of Contract section.
7. Student agrees to complete the residence hall checkout process at the conclusion of the contract period. The checkout process is outlined in Residence Services closing procedures each semester and/or when a student is released from their contract. Students who do not complete this process will be assessed an improper checkout charge.
8. **COVID-19 Acknowledgement All students returning to campus in January 2021 will be required to comply with health requirements as established and published by Kent State University including but not limited to the “Flashes Safe Seven.” By executing this Contract for on-campus room and dining plan, it is fully understood that You, the Student, may be exposed to COVID-19 and other infections. Similar to other highly contagious viruses, it is understood that it is possible to contract the COVID-19 disease, even if the Student complies with all health and safety measures as required by Kent State University and as recommended by the Centers for Disease Control and Prevention (“CDC”) and the Ohio Department of Health (“ODH”). It is understood that although Kent State University is following the coronavirus guidelines issued by the CDC, ODH, and other experts to reduce the spread of infection, Student can never be completely shielded from all risk of illness caused by COVID-19 or other infections.**
9. **Student is required to submit to COVID-19 testing (asymptomatic and/or symptomatic as applicable) to live in residential housing at the University. This may include testing for any purpose as directed by a University official including but not limited to testing for surveillance, outbreak investigation, exposure, or close contact, etc. prior to receiving access to your assigned residence hall; periodic or regular testing to continue to be permitted to live in on campus housing; or testing to determine if you may return to your original residence hall if in quarantine or isolation. By entering into this agreement, you expressly agree and consent to submit to COVID-19 testing as may be required by the University.**

**C.** APPLICATION FEE

New applicants for residence hall space are required to submit a $40 application fee when submitting the signed contract. The fee is held by the university and is not applied to the cost of the room and/or dining plan. This fee is non-refundable.

**D.** CANCELLATION OF CONTRACT

Request for cancellation of the contract before moving into a residence hall, and prior to the contract start date, will be accepted with one of the following guidelines:

1. If a request for cancellation is received by phone or via email at [housing@kent.edu](mailto:housing@kent.edu) on or before January 1 for the spring semester (new spring semester applicants only), all housing charges for that semester shall be credited to the student’s account.
2. If a request for cancellation is received by phone or via email at [housing@kent.edu](mailto:housing@kent.edu) after January 1 for the spring semester (new spring applicants only), the $200 housing pre-payment will be forfeited.

Request for terminating the contract after moving into a residence hall, or after the contract start date, will be considered with one of the following guidelines:

1. **Student not enrolled at the University during the contract period:** if the student ceases to be enrolled at the University for any reason during the contract period, this contract shall terminate immediately. Should this occur, the student must vacate their assigned room and complete the checkout process. Once the checkout process is complete, the applicable housing forfeiture charge will be applied to the student’s account. Please refer to the Housing Forfeiture Schedule section.
2. **Student enrolled at the University during the contract period:** a student who is enrolled at the University during the contract period is generally not eligible to terminate their contract. A student who has extenuating circumstances may petition for a release from the contract through the P*etition for Contract Release* process. The *Petition for Contract Release* process requires students to demonstrate a significant and unforeseen change as defined in the *Petition for Contract Release* materials. The contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home. The *Petition for Contract Release* process and associated forms are available at [www.kent.edu/housing](http://www.kent.edu/housing) or by emailing [housing@kent.edu](mailto:housing@kent.edu). While this process can be done at any time, students should be aware of the housing forfeiture schedule when submitting their petition. Please refer to the Housing Forfeiture Schedule section.

**E. HOUSING** FORFEITURE SCHEDULE

Cancellation of the contract after moving into a residence hall, or after the contract start date (whichever comes first), requires communication with Residence Services. If Student is eligible and/or approved for cancellation (see Cancellation of Contract section), Student is subject to the following housing forfeiture schedule.

A forfeiture schedule of 20 percent per week of the contracted room cost will apply to students leaving the university and/or receiving a written release from their residence hall contract. Student will be charged a forfeiture rate for each week of occupancy whether they occupy the space or not. There are no room refunds after the fourth week of the Contract Term. An outline of the housing forfeiture schedule is listed below:

* Cancellation in **week one** **(1)** of the Contract Term: **forfeit 20%; refund 80%**
* Cancellation in **week two (2)** of the Contract Term: **forfeit 40%; refund 60%**
* Cancellation in **week three (3)** of the Contract Term: **forfeit 60%; refund 40%**
* Cancellation in **week four (4)** of the Contract Term: **forfeit 80%; refund 20%**
* Cancellation **after** week four (4) of the Contract Term: **forfeit 100%; refund 0%**

**F. NOT RETURNING FOR SPRING SEMESTER**

The Residence Hall and Dining Plan Contract is for the specified Contract Term. or remainder thereof. If Student is not planning to enroll in classes for spring semester, Student must contact Residence Services to coordinate and complete checkout of the residence hall before January 10, 2021 to avoid spring semester housing charges. Residence Services does not verify enrollment until after the final day to add a class which occurs at the end of the first week of the semester. If Student waits for Residence Services verification of non-enrollment, they will be subject to the housing forfeiture schedule. Please refer to the Housing Forfeiture Schedule section.

G. TERMINATION OF CONTRACT BY THE UNIVERSITY

If Student fails to comply with the terms of this contract, the contract may be terminated by the executive director of Residence Services. Termination of the contract will be communicated in writing to the Student. If contract termination occurs, the forfeiture schedule outlined in the Housing Forfeiture Schedule section will apply. If Student chooses to appeal a contract termination, Student must do so in writing to the vice president for student affairs within five business days of receiving notice of such termination.

**H. IMMEDIATE SUSPENSION FROM HOUSING**

If Student fails to comply with the terms of this contract in a manner that compromises the safety, health, and/or well-being of the residence hall community, this contract and the Student’s occupancy of the residence hall space may be immediately suspended from housing by the executive director of Residence Services for a defined period of time. Notification of an immediate interim suspension from housing will be communicated in writing to the Student. If Student chooses to appeal, Student must do so in writing to the vice president for student affairs within five business days of receiving notice of such interim suspension.

**I. SURRENDER OF ROOM SPACE**

Upon cancellation or termination of the Residence Hall Contract pursuant to the terms provided herein, Student shall immediately remove all personal items and vacate the room space upon the effective date of such cancellation or termination. Any items left in the room after the effective date will be disposed of in accordance with the Department of Residence Services procedures in place.

**J.** ASSIGNMENT AND SUBCONTRACTING

The Department of Residence Services reserves the right to make all hall and room assignments. Residence Services may make changes in room assignments deemed advisable or necessary based on occupancy demands, facility issue, community concern, or other special accommodation needs, including but not limited to health requirements and/or directives as provided for by university policy. Such changes to Student’s room assignment shall not be deemed a breach of this contract. If this should occur the room rate will be prorated to the published rate for the term in which the room is assigned. If Student is asked to move for room consolidation purposes and opts not to, the student is subject to a room buyout charge.

This Contract is between the Student signing and the university, the Contract cannot be assigned to anyone else. If Student needs to cancel this Contract, see the Cancellation of Contract section.

**K.** HOUSING OUTSIDE OF CONTRACTED DATES

Residence Services offers limited housing options for dates not covered in the contract period. Subject to availability, if Student is interested in staying during dates prior to or subsequent the contract period may do so and will be assessed charges accordingly. When Student stays during these times, all residence hall policies remain in effect. Such approval is subject to availability and within the sole discretion of Residence Services.

**Arriving early**:

Student may request to move into the residence halls before the contracted period by applying through the “early arrival” process. Room charges for early arrival will be in addition to room fees for each semester. Early arrival stipulations and applicable fees will be outlined in the early arrival application process. Such approval is subject to availability and within the sole discretion of Residence Services.

**Staying late**:

Student may request to stay after the official closing date at the end of the semester by making arrangements with and seeking approval from their hall staff as outlined in the end of the semester closing information. Room charges for staying late will be in addition to room fees for each semester. Staying late stipulations and applicable fees will be outlined in the end of the semester closing information. Such approval is subject to availability and within the sole discretion of Residence Services.

**L.** DINING PLAN

Kent State University Dining Services aims to support the overall mission of the University, enhancing students out of classroom experience, while providing quality customer service to the University community both internally and externally to support student success. The dining plan is required of all students who do not meet at least one criterion for exemption under the university policy regarding student housing. The dining plan contract is for the entire academic year. You are required to enroll in the dining plan.

In the event of an authorized contract release from the dining plan portion of the contract, and subject to any outstanding amounts currently on the Student’s account, Student will receive a refund in accordance with the following guidelines.

**During the first two weeks of each semester:**

100% of the total cost of the plan minus any declining balance usage

**Weeks Three (3) through Weeks Seven (7):**

75% of the total cost of the plan minus the following deductions:

1. Any declining balance used
2. The daily rate times the number of AYCTE (All You Care to Eat) operating days in the semester until the request was approved
3. Daily rate calculated by the cost of the meal swipe portion of the dining plan divided by the number of operating days in a semester

**Week Eight (8) through the conclusion of the semester:**

50% of the total cost of the plan minus the following deductions:

1. Any declining balance used
2. The daily rate times the number of AYCTE (All You Care to Eat) operating days in the semester until the request was approved
3. Daily rate calculated by the cost of the meal swipe portion of the dining plan divided by the number of operating days in a semester

University Dining Services agrees to advance the unused portions of all declining balance monies deposited into the student's dining plan account, as long as the student remains enrolled.

Funds remaining in the student’s dining plan account at the time of the student’s departure from the university (for whatever reason, including, but not limited to, graduation, transfer to another university, academic dismissal) shall revert to University Dining Services and shall not be refunded.

The dining plan account is non-transferable.

**M.** ROOM AND DINING RATES

Room and dining rates for specified Contract Term will be established by the Board of Trustees**.** Specific room and dining plan charges will be communicated to the Bursar’s Office and will be reflected on the Student’s account thereafter. For planning purposes only, the room and dining plan fees for the current academic year are available online at [www.kent.edu/housing](http://www.kent.edu/housing) and [www.kent.edu/dining](http://www.kent.edu/dining).

Student must pay the full amount of all fees on their student account by the due date determined by the Bursar. **Balances not paid by the due date may result in cancellation of room assignment**.

**N.** INSURANCE

The university and Department of Residence Services will not assume any responsibility for any persons or property of the Student from any cause, nor will the university and Department of Residence Services assume responsibility for any injury or damages, personal or property, while the Student is a resident. **You are strongly encouraged to consider carrying some form of personal insurance if your family’s policy does not cover your property while it is located at the university.**

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You, the Student, have read, understand, and accept this Residence Hall and Dining Plan (if contracted) Contract including but not limited to the matter of payment, cancellations, forfeitures, consolidation and agree to assume the financial obligations and abide by the other terms, conditions and policies contained in the above TERMS AND CONDITIONS OF THE CONTRACT and as detailed, explained and expanded in the HALLWAYS HANDBOOK WHICH IS INCORPORATED HEREIN BY REFERENCE. You, the Student, understand that failure to satisfy these obligations may result in de-registration from current term classes, denial of course registration, re-enrollment, or issuance of transfer of academic transcripts, denial of continuous occupancy in the residence halls, and/or other appropriate university action. Further, You, the Student, understand this contract is for the Contract Term(or balance thereof) for space in the residence halls and cannot be cancelled except as specified in Cancellation of Contract section. This agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.