

**UNIVERSITY OF KENTUCKY AGREEMENT FOR UK UNDERGRADUATE STUDENTS  
LIVING IN UK CAMPUS HOUSING: RESIDENCE HALLS, GREG PAGE UNDERGRADUATE APARTMENTS OR GREEK FACILITY**

This agreement should be read carefully and signed by the student (and student's parent or legal guardian if student is under age 18).

Please contact the Undergraduate Campus Housing Office at (859)-257-1866 with any questions you may have regarding this agreement.

**I. TERM OF AGREEMENT:**

**A. This agreement is for the entire academic year (Fall and Spring semesters), or for the portion of the academic year remaining at the time of assignment.**

**II. STUDENT AGREES:**

**A.** To pay the University the rental provided for the particular housing to which the student is assigned in the manner and amount provided in the Undergraduate Housing and Dining Rates schedule which is incorporated herein and made a part hereof. (The University Housing and Dining Rates schedule is subject to change by action of the Board of Trustees. If the Rates Schedule is changed after the date of execution of this contract, the student will be notified and given an option to cancel the contract or to continue the contract under the new rate schedule.)

**B.** To hold the University and its Trustees, agents and employees harmless from any suit, action, at law or claim whatsoever resulting from or arising out of an injury to the student's person or property while an occupant of a undergraduate residence hall, Greg Page apartment, or Greek house under the AGREEMENT, or while, as an occupant of the room, house, or apartment, engaged or involved, by the occupant's own permission, in any recognized programming event sponsored by the hall or apartment complex in which the occupant lives, except where such injury is caused by the negligence of the University or its agents. (If the student is a minor, the covenant contained in this paragraph shall be construed as the covenant of the student and his or her parent or guardian.)

**C.** To officially check in with the Hall Director, Resident Manager or House Director of the residence hall, apartment or house to which the student has been assigned on or before the first day of classes of each semester, and if the student is delayed, to notify the Housing Office, 125 Funkhouser Building. Notification should be made at least 24 hours prior to the first day of classes of that semester. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment and significant financial penalty see "no show" on the cancellation and liquidation schedule.

**D.** To pay the University for loss of University property and the cost of replacement or repair for any breakage or damage to his or her room, apartment or house; its fixtures or appurtenances; plus any damages caused by him or her, or guests of him or her, to other parts of the residence hall, room, apartment, or house.

**E.** To abide by the Consolidation whereby if a vacancy occurs in the assigned room, apartment or house of the remaining resident agrees to accept another roommate as assigned, move into another room if requested, or in case of refusal, to pay additional charges for single occupancy.

**F.** To notify in writing, the Housing Office, 125 Funkhouser Building, by December 1, if the student is not returning to the University of Kentucky. The student must officially check out with the Hall Director, House Director or Resident Manager.

**G.** To pay the university a minimum charge of sixty dollars (\$60.00) for any key reported lost or stolen key of the apartment.

**H.** To pay the University of Kentucky, a fifty dollar (\$50.00) damage deposit. Deposit will be refunded at termination of this AGREEMENT (following confirmation of check out of the student by University management and confirmation that no assessment for damages has been charged to the student by University administration). The University reserves the right to hold the damage deposits of students in a particular hall, apartment or house if excessive public area damage occurs in that hall, apartment

or house for which no one has taken responsibility and there is reason to believe that residents of the floor, apartment or house are responsible for the damage.

**I.** To exercise care in the use of the facilities of the hall, apartment or house; to care for and clean his or her room, apartment or house; and to abide by all rules and regulations for Undergraduate Housing as described in the Official Guide to Living on Campus, the Rules of Conduct and the University Code of Student Conduct. Each of these documents is incorporated into this agreement and made a part hereof. Commission of acts described in the following subparagraphs (1)-(12) will result in immediate referral to the Office of Residence Life for adjudication. Should the administrative hearing officer(s) find that the student has violated one or more of the following policies, the agreement may be terminated, and the student will be financially responsible for his or her obligations under the agreement as if the student had chosen to liquidate the agreement under the provisions of section V, paragraph D.

**(1)** Use, possession or distribution of alcohol. Possession includes the presence of alcohol in one's room, apartment, or Greek house.

**(2)** Use, possession, or distribution of controlled substances and/or drug-related paraphernalia, except as expressly permitted by law. Possession includes the presence of such controlled substances or paraphernalia in one's room, apartment or house.

**(3)** Defacing, disfiguring, damaging, or destroying property belonging to the University or a member of the University community.

**(4)** Stealing property belonging to the University or to a member of the University community.

**(5)** The threat of, or commission of, physical violence against any person.

**(6)** Verbal, written, or physical harassment or intimidation of any person by any means.

**(7)** Possession or use of deadly weapons.

**(8)** Possession or use of explosive materials, including fireworks.

**(9)** Misuse, theft, or vandalism of fire fighting, smoke detection, or alarm equipment, or violation of University fire safety regulations.

**(10)** Failure to evacuate a building when a fire alarm begins to sound.

**(11)** The intentional commission of any act in any housing facility which poses a substantial threat to the health and/or safety of oneself or others. This includes, but is not limited to, engaging in suicidal gestures or attempts, or throwing objects out of windows.

**(12)** Repeated violation of Category B Rules of Conduct.

**J.** To vacate the premises upon demand following a determination by the Office of Residence Life that a violation of paragraph K, subparagraphs 1-12 has occurred. A student living in single undergraduate housing who has had his or her contract terminated for a violation of paragraph K, subparagraphs 1-12, shall be provided the opportunity to appeal to the Residence Hall Administrative Board upon a reasonable demand by the student.

**K.** To abide by the following regulations pertaining to utilization of the Dining Services Meal Plan or Plus-Account. Commission of acts described in paragraph two K (2) on the reverse page shall automatically result in review by the University administration and revocation of privileges under the Dining Services Meal Plan or Plus-Account, without refund, unless the administration specifically finds substantial mitigating circumstances. In any case, the holder of the account shall be provided an appeal to the Housing Office upon a reasonable demand by the student.



This agreement, consisting of this front page, the reverse page, and other referenced documents, is administered and enforced by the Undergraduate Campus Housing Office. It applies only to continued residency in University Housing. However, residents are reminded that they are also subject to University regulations contained in the CODE of STUDENT CONDUCT.

This agreement becomes effective when received by the University. Upon request, a copy will be returned to the student.

Signature of Parent or Legal Guardian (If student is Under 18)  
**This agreement should be read carefully and signed by the student (and parent or legal guardian if student is under age 18).**

Student's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

Student's Birthdate \_\_\_\_\_ Date \_\_\_\_\_

•White copy - Office

•Yellow copy - Student

**I.** Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Dining Services Meal Plan or Plus Account for the purpose of acquiring meals, services or refunds from the University of Kentucky.

**2.** Student will be responsible for all charges/purchases made against the Meal Plan/Plus-Account. The student will not be responsible for any charges made to the Meal Plan/Plus-Account AFTER notification to the Dining & Plus Accounts Office of the loss or theft of any ID card. The student shall be accorded the remainder of the account balance upon securing a replacement ID card.

### III. The University Agrees:

**A.** To furnish living accommodations to those students living in the undergraduate residence hall, apartment complex or Greek house and to furnish living accommodations if it is subscribed for, to those students living in undergraduate residence halls, apartments or houses as described in the Undergraduate Housing schedule.

**B.** To grant the use of the assigned housing facility during stated recesses of the University, or undergraduate residence halls, apartments or houses from the first day of the school term until completion of the student's final academic examination for the school term or 24 hours after termination of student status.

**C.** To make a pro rata refund (see section IV) of the student's payments where release from the undergraduate residence hall, apartment or house has been approved by the Housing Office.

### IV. The University and the Student Mutually Agree:

**A.** That University makes all assignments without regard to race, ethnic origin, sexual orientation, color, creed, religion, age, political belief, or national origin and rejects all requests for changes of assignment based upon these protected classifications.

**B.** That the University reserves the right to conduct weekly health and safety inspections of student rooms. Please refer to the "Official Guide to Living On Campus" for information about the undergraduate room/apartment entry policy.

**C.** That the student not assign the contract or any interest therein. The student shall not sublet any premises covered by this rental agreement.

**D.** To inventory the undergraduate room, apartment, or house. This inventory will be taken at the beginning of resident's occupancy and upon termination of AGREEMENT. Inventories will be taken in the manner described in the Room Condition Report Form, which students will sign at the beginning of their occupancy. This form is incorporated into this agreement and made a part hereof.

### V. Housing and Dining Cancellation and Withdraw Policies:

#### A. Cancellation:

If after completing a Housing Application a student chooses to cancel the application their student is required to do so in writing to the Housing Assignment Office in room 125 of the Funkhouser Building. Cancellations may be done in person, by fax (859-257-6453), by email (ukhousing@sv.uky.edu) or by mail:

#### UK Campus Housing

##### 125 Funkhouser Bldg.

Lexington, KY 40506-0054

The Date the cancellation notification is received in the Housing Assignment Office will be the Official Date of Cancellation. Students who choose to cancel their Housing application will be charged according to the following schedule.

#### Fall Semester Cancellation Schedule

- No Charge for cancelling prior to March 1
- \$50 for cancelling by April 1
- \$100 for cancelling by May 1
- \$150 for cancelling by June 1
- 20% of fall housing charges (Traditional Hall Rate) for cancelling by July 1
- 25% of fall housing charges (Traditional Hall Rate) for cancelling by August 1
- 50% of fall housing charges (Assigned Hall Rate) plus daily prorated usage for cancelling by September 1 – This rate also applies to students who apply for Housing and then never move in to Campus Housing (No Shows).
- Full housing charges (Assigned Hall Rate) for cancelling after September 1

**Spring Semester Cancellation Schedule** (The spring cancellation schedule applies only to students who are applying for the first time for the spring semester. It does not apply to student who lived in Campus Housing for the fall semester.

(Students who live in on campus housing for the fall semester must see the Liquidation Policy)

- No Charge for cancelling prior to November 1
- \$50 for cancelling by December 1
- 25% of fall housing charges (Traditional Hall Rate) for cancelling by January 1
- 50% of fall housing charges (Assigned Hall Rate) plus daily prorated usage for cancelling by February 1 – This rate also applies to students who apply for Housing and then never move in to Campus Housing (No Shows).
- Full housing charges (Assigned Hall Rate) for cancelling after February 1

The Traditional Hall Rate refers to the current rate charged for the full semester in Tradition Residence Halls with Air-Conditioning. The Assigned Hall Rate refers to the full rate charged for the specifics residence hall, apartment greek house or specialty house to which the student was assigned. The Undergraduate Housing Rate Schedule is available at <http://www.uky.edu/Housing> or by request from the Undergraduate Housing Assignment Office.

#### B. Withdrawals during the Current Semester:

Students who withdraw from the University are required to notify the Housing Office in writing and move out of the residence hall, apartment or Greek House. They will be assessed a prorated charge for housing and dining for each day until all classes have been dropped and proper check-out has been completed. After week 12 full semester charges will apply.

#### C. Request for Contract Release:

The housing agreement is issued for the entire academic year. The agreement is strictly adhered to with exceptions made only under special circumstances. A request for a release from the agreement does not constitute an automatic release nor should acceptance of this form be construed as a commitment to release. Consideration for adjustments or cancellation of the agreement will fall into four categories: withdrawal from school, medical, marriage, and "in cases of necessity as determined and approved by the Housing Office."

#### D. Liquidation:

Buy out of the University of Kentucky Housing and Dining Contract :

Students who will not be returning to Campus Housing (for withdrawal, transfer, suspension or liquidation) for the spring semester need to notify the Housing Assignment Office in room 125 Funkhouser Building in writing by December 15. This can be done in person, by email or fax. In addition these students must properly checkout of their room (signed termination form, signed RCR and key returned) on or before the last day of finals in the fall semester.

Students who chose to liquidate must.

- Complete and sign Liquidation Form in room 125 of the Funkhouser Bldg.
- Properly checkout of their room. This includes:
  - signed termination form in the hall
  - signed Room Condition Report in the hall
  - key returned to the hall at the time of checkout

The date when both of these tasks are complete will be the Official Date of Liquidation.

Students who complete both of these tasks on or before the last day of finals for the fall semester will be charged:

- 50% of the Housing rate for the hall in which they were assigned
- 50% of the Dining rate for the meal plan which they were enrolled in

Students who do not complete both of these tasks on or before the first day of class for the spring semester will be charged:

- 50% of the Housing rate for the hall in which they were assigned + the pro rata charge for each day from the spring move-in date until the Official Date of liquidation
- 50% of the Dining rate for the meal plan which they were enrolled in + the pro rata charge for each day from the spring move-in date until the Official Date of Liquidation or actual usage whichever is greater.

Students who do not complete both of these processes by February 1 will lose their option to liquidate and will be charged:

- The full Housing rate for the hall in which they are assigned
- The full Dining rate for the meal plan which they are enrolled in

#### E. Withdrawals between Fall and Spring Semesters:

Students who lived in campus housing for fall semester and ARE NOT RETURNING to the University of Kentucky for the spring semester must officially check out with the Hall Director for their hall, the Resident Manager of the undergraduate apartments or the House Director of the Greek Facility.

Students withdrawing from the University who have not notified Housing in writing prior to the first day of class that they will not return to Housing will be assessed a **'No Show'** fee equal to 50% of the semester rate for the residence hall, apartment or Greek House to which the student was assigned. This also applies to student who have been academically suspended.

Students who notify the Housing Office that they are not returning to school, and who subsequently DO return to the University of Kentucky for the Spring semester will be reassessed the full semester Housing and appropriate Dining amounts, if applicable.

#### F. Proper Check-Out Procedures:

Whenever a student moves out of undergraduate housing for any reason, the student must sign the appropriate paperwork and turn in her or his key to an authorized University official. Failure of a student to properly check-out of his or her room, apartment or house could result in extra financial charges to the student such as further occupancy fees or labor charges for cleaning or maintenance. Once a student has checked-out of undergraduate housing, any items left in their room, apartment or Greek facility will be considered abandoned property and may be removed or disposed of by the staff. The Housing Office is not responsible for any items left in undergraduate housing.

BCTC students who reside in UK Housing are subject to the KCTCS Code of Conduct in addition to the University Student Code of Conduct, the Office Guide to Living on Campus and this agreement. Judicial matters for BCTC students will be handled by a UK Administrative Committee consisting of representatives from UK and BCTC.

**For questions or comments regarding this agreement, please contact  
the Undergraduate Campus Housing Office at (859)-257-1866**

•White copy - Office

•Yellow copy - Student