This Housing Contract (the “Contract”) should be read carefully and signed by the Student (and Parent or Legal Guardian if Student is under age 18 as guarantor of the Student’s obligations set forth herein). Signing this contract constitutes a request on behalf of Student that the University reserve a bed for Student. Cancellation of this request could involve financial penalties, in accordance with section VIII (HOUSING AND DINING CANCELLATION AND WITHDRAWAL POLICIES). Please contact the Housing Assignments Office at (859)-257-1866 with any questions you may have regarding this Contract.

This Contract is administered by the Housing Assignments Office. It applies only to continued residency in Campus Housing. Students are reminded that they are also subject to University regulations contained in the CODE of STUDENT CONDUCT.

Signature of Parent or Legal Guardian (if Student is Under 18): By executing this Contract said Parent or Legal Guardian agrees to be bound by the terms of this Contract and be a guarantor of the obligations of the Student under this Contract.

I acknowledge this Contract to be for the entire academic year, or for that portion of the academic year remaining at time of assignment.

By submitting the foregoing Application for Campus Housing (“Housing Application”), the Student agrees to be bound by the terms of this Contract. Student’s Application for Campus Housing will not be considered until Student has signed this Contract and, if Student is a minor, until Student’s Parent or Legal Guardian has signed this Contract.

I. ASSIGNMENT OF HOUSING: Housing is limited and students are not guaranteed placement in a housing facility (“Housing Facility”) or a particular type of accommodation. Acceptance of Housing Applications and assignments of students to Housing Facilities shall be determined by the University of Kentucky (the “University”) Housing Assignments Office (“Assignments Office”), in its sole and absolute discretion. In accordance with the University’s educational philosophy of total integration of all facilities, and in accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, economic or social status, race, color, national or ethnic origin, religion, creed, age, disability, veteran status, sexual orientation, gender identity, gender expression, marital status, political belief, genetic information, and whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking are not considered criteria in the placement of students in residence halls or in room assignments. Gender is considered a criterion in room assignment; however, housing assignments for male and female students are proportionate in quantity and comparable in quality in compliance with Title IX mandates.

II. LANDLORD: Central Hall I & II, Champions Court I & II, Woodland Glen I, II, III, IV, & V, and Haggin Hall (“New Premium Halls”) are operated by an independent private company, EdR. If Student is assigned to New Premium Halls, then references to Landlord in this Contract shall mean the appropriate EdR entity as shown in the chart below. If Student is not assigned to New Premium Halls, then all references in this Contract to Landlord shall mean the University.

<table>
<thead>
<tr>
<th>Central Hall I &amp; II</th>
<th>EDR Lexington I LLC</th>
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<tr>
<td>Champions Court I</td>
<td>EDR Lexington III LLC</td>
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<tr>
<td>Champions Court II</td>
<td>EDR Lexington II LLC</td>
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<tr>
<td>Haggin Hall</td>
<td>EDR Lexington V LLC</td>
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<tr>
<td>Woodland Glen I &amp; II</td>
<td>EDR Lexington IV LLC</td>
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<tr>
<td>Woodland Glen III, IV, &amp; V</td>
<td>EDR Lexington VI LLC</td>
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III. TERM OF CONTRACT: This Contract is binding as of the date Student executes the Contract (i.e., the date Student signs Contract or submits it online). The Contract obligates the Student for the following terms:

A. in the case of Housing Applications for housing during the traditional academic year (which consists of the fall and spring semesters), for the ENTIRE ACADEMIC YEAR, or for the portion of the academic year remaining after the Student moves into the Housing Facility; or
A. in the case of Housing Applications for summer session(s), for the ENTIRE SUMMER SESSION (4 week, 8 week, 1st 6 weeks or 2nd 6 weeks), or for that portion of the summer session remaining after the Student moves into the Housing Facility.

Landlord shall designate the date on which a Student may move into the Housing Facility and the date by which the Student must vacate the Housing Facility. Only certain Housing Facilities remain open during academic breaks (i.e., Thanksgiving, Winter, and Spring Break) and require additional fees. All other Housing Facilities are closed during said academic breaks and between semesters.

IV. MEAL PLANS:

A. Students living in residence hall Housing Facilities are required to purchase a University Meal Plan. Information regarding the meal plan options can be found at http://uky.campusdish.com.

B. Student shall abide by the following regulations pertaining to utilization of a Meal Plan:

1. Student will be responsible for all charges/purchases made against the Meal Plan. Students will not be responsible for any charges made to the MealPlan/Plus Account AFTER notification to the Dining office of the loss or theft of any ID card. Student shall be accorded the remainder of the account balance upon securing a replacement ID card.

2. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Meal Plan for the purpose of acquiring meals, services or refunds from the University is strictly prohibited. Commission of the foregoing acts shall automatically result in review by the University administration and revocation of privileges under the Meal Plan, without refund, unless the administration specifically finds substantial mitigating circumstances.

V. HOUSING AND MEAL PLAN RATES:

A. Students shall pay the housing and meal plan rates in the amount and manner provided for in the Housing and Meal Plan Rates schedule for the particular Housing Facility to which the Student is assigned. The Housing and Meal Plan Rates schedule can be found at www.uky.edu/housing/undergraduate/applying-to-housing/rates15-16, and is incorporated herein and made a part hereof. The Housing and Meal Plan Rates schedule is subject to change by action of the Board of Trustees. If the rate 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. Housing and Meal Plan fees for University and BCTC students are due to Student Account Services. Deadlines and details can be found at http://www.uky.edu/studentaccount/payments.

C. Accounts that are past due will be assessed late fees. For University students, these policies can be found at www.uky.edu/studentaccount/payments. For BCTC students, these policies can be found at: http://bluegrass.kctcs.edu/Student_Billing.aspx

D. Plus Account – If a card is lost or stolen, Students should immediately report it online at the Plus Account website (https://myuk.uky.edu/irj/portal), or to the WildCard ID Office at (859) 257-1378. Any expenditure associated with the use of the card is the responsibility of the holder until it is reported lost/stolen.

The $150 housing prepayment is used to hold a bed for the Student and will be applied towards the Student’s housing charges. The prepayment fee is assessed as follows:

- Application to Housing by February 15th is assessed April 1st and is due May 1st.
- Application to Housing between February 16th and May 1st is assessed at the time of housing assignment on June 1st and due when students receive their bill the first week in August.
- Application to Housing after May 1st is assessed at the time of assignment and due when students receive their bill the first week in August.

VI. CONDITIONS OF OCCUPANCY: Student’s occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

A. To reside in a Housing Facility, Student must be enrolled as a full-time student at the University or BCTC and have paid all tuition and other academic charges due, in addition to amounts due under this Contract.
B. Student shall officially check-in with the Resident Director or House Director of the Housing Facility to which the Student has been assigned on or before the first day of classes of each semester. If the Student will be delayed, Student must notify the Housing Assignments Office in writing. Such written notification should be made at least twenty-four (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” under the Cancellation and Withdrawal Policies.)

C. Student will complete and sign a Room Condition Report Form prior to occupancy of the Housing Facility certifying the condition of the room, apartment, or house assigned to Student as of the date Student begins occupancy. At the termination of this Contract, Landlord may inspect the room, apartment, or house assigned to Student and assess Student for any damages to his or her room, apartment, or house, its fixtures or any appliances and furniture not identified in the Room Condition Report Form completed at the beginning of Student’s occupancy.

D. Student shall keep Student’s assigned room, apartment, or house clean and orderly and in good condition. Student shall pay Landlord for loss of Landlord property and the cost of replacement or repair for any breakage or damage to Student’s assigned room, apartment, or house; its fixtures or any appliances and furniture; plus any damages caused by him or her, or his or her guests, to other parts of the residence hall, apartment, or house, including, but not limited to, special cleaning necessitated by improper care of rooms, furnishings, or appliances.

E. Student shall exercise care in the use of the Housing Facility; shall care for and clean his or her room, apartment, or house; and shall abide by (i) all rules and regulations for Housing as described in the Official Guide to Living on Campus, including the Residence Life Community Standards set forth therein, and (ii) the University Code of Student Conduct. Each of these documents is incorporated into this Contract and made a part hereof. Commission of acts described in these documents will result in immediate referral to the Office of Student Conduct for adjudication. Should the Conduct Officer(s) find that the Student has violated one or more of the policies contained in these documents, this Contract may be terminated, and the Student will be financially responsible for his or her obligations under the Contract as if Student had chosen to liquidate the Contract under the provisions of Article VIII, subparagraph G. The Code of Student Conduct may be viewed at http://www.uky.edu/StudentAffairs/Code/index.html.

F. Student shall vacate the Housing Facility upon demand following a determination by the Office of Student Conduct or the Office of Residence Life that a violation of paragraph E has occurred. A Student living in a Housing Facility who has had his or her contract terminated for a violation of paragraph E, shall be provided the opportunity to appeal under the processes provided by the Office of Student Conduct and the Official Guide to Living on Campus.

G. Student shall reside in Student’s assigned room, apartment, or house from the date that the Student officially checks in until the date this Contract shall terminate in accordance with its terms.

H. Student shall pay the Landlord the cost of replacement for any key(s) reported lost or stolen.

I. Student agrees that if his or her assigned room, apartment, or house has multiple occupants and there is a vacancy in said assigned room, apartment, or house at any time, Student agrees to accept another roommate as assigned, move into another room if requested, or in case of refusal, pay additional charges for single occupancy.

J. Student agrees that Landlord and the University may communicate with Student through Student’s official University email account for all aspects of this Contract, including but not limited to rent bills, notices of other charges, refunds, and housing information notices.

K. Landlord reserves the right to conduct weekly health and safety inspections of Student’s room, apartment, or house. Please refer to the Official Guide to Living in Campus Housing for information about the room entry policy.

L. Rooms, apartments, and houses may be inhabited ONLY by Students to whom they are assigned. Rooms, apartments, and houses may not be sublet or assigned to any other person(s). Room transfers may be made only AFTER written approval from the respective Housing Facility or Housing Assignments Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken against violators of the provisions in this paragraph.

M. This Contract may be canceled or housing assignments may be changed in the interest of order, discipline, health, safety, security, maximum utilization of facilities, or for failure to pay charges in a timely manner.

N. Whenever a Student moves out of the Housing Facility for any reason, the Student must sign the appropriate paperwork and turn in her or his key(s) to an authorized Landlord official. Failure of a Student to properly check-out of the Housing Facility could result in extra financial charges to the Student such as further occupancy fees or labor charges for cleaning or
For students who have never before lived in University housing (New Students):

• Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after September 1st.

For students who have lived in University housing previously and are applying to return (Returning Students):

1. Fall Semester Cancellation Schedule:

   • Once assignment is received, no cancellation fee if cancellation is received by February 1st.
   • 20% of the assigned housing rate for the fall semester for cancelling from February 2nd – April 1st.
   • 25% of the assigned housing rate for the fall semester for cancelling from April 2nd – June 1st.
   • 50% of the assigned housing rate for the fall semester for cancelling June 2nd or anytime thereafter. Also the prorated charge for each day from the fall move-in date to the date on which Student has provided written cancellation notification for cancelling by September 1st. This rate also applies to students who apply for campus housing and then never move in to the housing facilities - No Shows.
   • Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after September 1st.

VII. INDEMNIFICATION, ACKNOWLEDGMENT AND RELEASE

A. Student agrees that Landlord does not promise, warrant, or guarantee the safety and security of Student, Student’s guests, or Student’s personal property against the criminal actions of other residents or third parties. Furthermore, Landlord shall not be liable for any damage or injury to Student, Student’s guests, or Student’s personal property or to any person entering the room, apartment, or house assigned to Student or the Housing Facility in which Student resides, for injury to person or property arising from theft, vandalism, or casualty occurring in the room, apartment, or house assigned to Student or the Housing Facility in which Student resides.

B. Student (and the undersigned Parent or Guardian, in the case of a minor) agrees to indemnify and hold harmless Landlord, the University, and their respective directors, trustees, agents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) resulting from or arising out of injury to the person or property of Student or any of Student’s guests while Student resides in the Housing Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by Student or any of Student’s guests in any event sponsored by the Housing Facility in which the Student resides), unless such injury is caused by the negligence or intentional conduct of Landlord, the University, or their agents. Student (and the undersigned Parent or Guardian, in the case of a minor) hereby release and forever discharge harmless Landlord, the University, and their respective directors, trustees, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Contract and the use of University Housing. This release will be binding upon the undersigned and the Student.

VIII. HOUSING AND MEAL PLAN CANCELLATION AND WITHDRAWAL POLICIES:

A. CANCELLATION: If, after completing a Housing and Meal Plan Application and Housing Contract, a Student chooses to cancel the Contract, the Student is required to do so in writing to the Housing Assignments Office in room 125 of the Funkhouser Building. Cancellations may be done, by fax (859) 257-6453, by email (UKhousing@email.uky.edu), through the University Housing Portal, or by mail to the following addresses:

Housing Cancellations: UK Housing 125 Funkhouser Bldg. Lexington, KY 40506-0054
Meal Plan Cancellations: 231 B Student Center, University of Kentucky, Lexington, KY 40508

The Official Date of Cancellation will be the date the cancellation notification is received in the Assignments. Students who choose to cancel their Housing Application will be charged according to the following circumstances:

1. Fall Semester Cancellation Schedule:

For students who have lived in University housing previously and are applying to return (Returning Students):

• Once assignment is received, no cancellation fee if cancellation is received by February 1st.
• 20% of the assigned housing rate for the fall semester for cancelling from February 2nd – April 1st.
• 25% of the assigned housing rate for the fall semester for cancelling from April 2nd – June 1st.
• 50% of the assigned housing rate for the fall semester for cancelling June 2nd or anytime thereafter. Also the prorated charge for each day from the fall move-in date to the date on which Student has provided written cancellation notification for cancelling by September 1st. This rate also applies to students who apply for campus housing and then never move in to the housing facilities - No Shows.
• Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after September 1st.

For students who have never before lived in University housing (New Students):

• 50% of the assigned housing rate for the fall semester for cancelling by September 1st.
• Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after September 1st.
• No cancellation fee if cancellation is received by June 1st.
• 20% of the traditional hall rate for the fall semester for cancelling from June 2nd – July 1st.
• 25% of the traditional hall rate for the fall semester for cancelling by July 2nd – August 1st.
• 50% of the assigned housing rate for the fall semester plus the prorated charge for each day from the fall move-in date to the date on which Student has provided written cancellation notification for cancelling by September 1st. This rate also applies to students who apply for campus housing and then never move in to the housing facilities - No Shows.
• Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after September 1st.

2. Spring Semester Cancellation Schedule (This Schedule applies only to Students who are applying for the first time for Campus Housing. It does not apply to Students who lived in Campus Housing during the fall semester):
• No charge for cancelling by January 1st for the spring semester
• 25% of the Traditional Hall Rate for the spring semester for cancelling by January 15th.
• 50% of the assigned housing and meal plan rates for the fall semester plus the prorated charge for each day from the fall move-in date to the date on which Student has provided written cancellation notification for cancelling by February 1st. This rate also applies to Students who apply for Housing and then never move in to the Housing Facilities – No Shows.
• Full housing and meal plan charges (at assigned hall and plan rates) for cancelling after February 1st.

3. Summer Semester Cancellation Schedule:
• 4-week and 1st 6-week sessions
  – No Charge for cancelling by April 15th.
  – 25% of the Assigned Housing Facility Rate for the applicable summer session for cancelling after April 15th.
• 8-week and 2nd 6-week sessions
  – No Charge for cancelling by May 15th.
  – 25% of the Assigned Housing Facility Rate for the applicable summer session for cancelling after May 15th.

The Housing and Meal Plan Rates and cancellation policy can be found at www.uky.edu/Housing/undergraduate/rates.html or by request from the University of Kentucky Housing Assignments Office.

B. DENIED ADMISSION OR ACADEMIC SUSPENSION:
1. If a Student is denied admission to the University or BCTC, the Student will not be charged for any fees, provided that Student cancels his or her Housing Application with the Housing Assignments Office by June 1st for the fall semester, January 1st for the spring semester, or April 15th for the summer sessions.
2. If a Student is suspended from the University or BCTC for academic reasons, and the Student is residing in an assigned Housing Facility, then prorated charges will be assessed through the date the Student checks out of his or her room, apartment, or house with the Housing Assignments Office.
3. Landlord may cancel this Contract if a Student’s admission to the University or BCTC has been denied or cancelled.

C. DISCIPLINARY SUSPENSION: If a Student is suspended from the University or BCTC for disciplinary reasons and/or is removed from the assigned Housing Facility during the period of this Contract for disciplinary reasons, Student may not receive a refund for the time period or particular semester that he/she is suspended from classes or removed from the Housing Facility.

D. WITHDRAWALS DURING THE CURRENT SEMESTER:
1. If a Student withdraws from enrollment in the University or BCTC during an academic semester, this Contract will be terminated immediately upon the Student’s withdrawal and receipt of notification in writing to the Housing Assignments Office.
of such withdrawal. The Student shall vacate the assigned space within forty-eight (48) hours of withdrawal. The Student’s failure to provide written notification to the Housing Assignments Office of withdrawal will result in the Student’s continued responsibility to pay housing and meal plan charges hereunder, despite his/her having vacated the Housing Facility, until official written notification of withdrawal is received by the Housing Assignments Office, or until this Contract is cancelled by the Housing Assignments Office.

2. If a Student withdraws from enrollment in the University or BCTC during an academic semester, they will be assessed a prorated charge for housing and dining for each day until withdrawal has been completed, Student has vacated the Housing Facility, and Student has notified the Housing Assignments Office of Student’s withdrawal. If Student’s withdrawal occurs after the twelfth (12th) week of classes, then Student will be responsible for the full semester charges for housing and dining.

3. If the Student withdraws from the University or BCTC during the period of this Contract, but fails to notify the Housing Assignments Office, he/she may be subject to denial of any future Housing. If the Student withdraws from the University or BCTC during the period of this Contract and then re-enrolls during the same semester he/she withdrew, the Contract shall remain valid.

4. Notice of withdrawal from the University or BCTC, as well as changes to address, must be made in writing directly to the Housing Assignments Office. Student understands that notices made to the Registrar’s Office, Admissions Office, or other University or BCTC offices do not constitute official notice to the Housing Assignments Office.

E. WITHDRAWALS BETWEEN FALL AND SPRING SEMESTERS:

1. Students who lived in a Housing Facility for the fall semester and ARE NOT RETURNING to the University or BCTC for the spring semester must notify the Housing Assignments Office in writing and properly check-out of the Housing Facility. If the Student has not provided the aforesaid notice to the Housing Assignments Office prior to the first day of class of the spring semester, then Student will be considered as a No Show and assessed fees equal to fifty (50%) of the spring semester rate for Student’s assigned Housing Facility. This provision also applies to Students who do not return to the University for the spring semester due to academic suspension.

F. STUDENTS WHO NOTIFY THE HOUSING ASSIGNMENTS THAT THEY ARE NOT RETURNING to the University or BCTC for the spring semester, and who subsequently DO return to the University or BCTC for the spring semester will be assessed the full spring semester housing and meal plan fees for Student’s previously assigned Housing Facility.

G. STUDENTS NOT RETURNING TO HOUSING FOR SPRING SEMESTER; LIQUIDATION POLICY: If a Student is not returning to the Housing Facility for the Spring Semester, but is remaining enrolled at the University or BCTC, Student shall provide written notice to the Housing Assignments Office prior to DECEMBER 15th and the Student may terminate his or her obligations under this Contract by complying with the following:

1. Complete the Liquidation Form;

2. Properly check-out of their Housing Facility; and

3. Pay the following amounts:

(i) If steps 1 and 2 are completed prior to the first day of class of the spring semester:

(a) 50% of the Assigned Housing Facility Rate for the spring semester, and

(b) 50% of the Meal Plan Rate for the Meal Plan for which the Student was enrolled for the spring semester.

(ii) If steps 1 and 2 are completed after the first day of class of the spring semester, but prior to February 1st

(a) 50% of the assigned Housing Facility rate for the spring semester plus the prorated charge for each day from the spring move-in date to date on which Student has completed the Liquidation Form and properly checked out of their Housing Facility, and

(b) 50% of the Meal Plan Rate the Student was enrolled in for the spring semester plus the prorated charge from the spring move-in date to date on which Student has completed the Liquidation Form and properly checked out of their Housing Facility, or actual usage of the Meal Plan, whichever is greater.

(iii) If steps 1 and 2 are completed after February 1st
(a) the full assigned Housing Facility rate for the spring semester, and

(b) the Meal Plan rate the Student was enrolled in for the spring semester.

H. REQUEST FOR RELEASE: After January 1st for returning students and June 1st for new students, students who wish to cancel this Contract can ONLY be released from their obligations under this Contract through prior written consent of the University Housing Appeals Committee (the “Committee”). Those students released by the Committee will be subject to charges as determined by the Committee. Students who wish to be released from this Contract must first file an appeal with the Committee and receive written approval from the Committee. The grounds for appealing for release from this Contract are as follows:

a. Financial Hardship Release - Students who can document financial hardship beyond their control, that has occurred since entering into the terms and conditions of the contract, and who can document that they can secure off-campus residences that are less expensive than available campus housing may appeal for release.

b. Medical Hardship Release - Students who can document medical hardship requiring specialized living arrangements or accommodations not available on campus may appeal for release.

c. Administrative Release – Students who can document significant extenuating circumstances may appeal for release.

*Submitting a release request does not guarantee an approved release from this Contract or release you from your financial obligation.

IX. TRANSFER REQUESTS: Students may request a transfer to another Housing Facility by submitting a request in writing to the Housing Assignments Office or to the Resident Director or House Director of the facility to which the Student would like to transfer. Transfer requests will be considered on a case-by-case basis and all decisions regarding transfer requests will be at the sole discretion of the Housing Assignments Office or the Resident Director or House Director. If a transfer request is granted, adjustments to the Housing and Meal Plan fees owed by Student will be made on a prorated basis.

X. BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE STUDENTS: BCTC students who reside in the Housing Facilities are subject to the KCTCS Code of Conduct in addition to the University Code of Student Conduct, the Official Guide to Living Campus Housing, and this Contract. Judicial matters for BCTC students will be handled by the Office of Residence Life and/or the BCTC Vice-President for Student Affairs.

XI. CRIMINAL BACKGROUND CHECKS: Landlord reserves the right to conduct criminal background checks on Student, and Student consents and agrees that Landlord has permission to conduct criminal background checks on Student.

For questions or comments regarding this Contract, please contact the Housing Assignments Office at (859) 257-1866.

Electronic Signature:

Date: __________________________

Electronic Parent Signature (if student is under the age of 18):

Date: __________________________