

2018-2019
Housing and Dining Contract
University of Kentucky Undergraduate Students
Living in Campus Housing

Campus Housing Office

125 Funkhouser, University of Kentucky
Lexington, KY 40506-0054

Telephone: 859-257-1866

<http://www.uky.edu/Housing>

UK Dining Center

The 90, University of Kentucky
Lexington, KY 40506-0139

Telephone: 859-257-2220

<http://uky.edu/UKDining>

This Contract is a legally binding agreement among you, Licensor (defined below) and the University of Kentucky (the "University" or "UK" and along with "Licensor," "We" or "Us"). We urge you and your parent or legal guardian to read the terms and conditions of this Contract carefully. If you are under 18, your parent or legal guardian must sign this Contract to guarantee your obligations. Even if you are over 18, we encourage your parent or legal guardian to review this Contract so they understand the obligations you are undertaking. By signing this Contract, you (and your parent or legal guardian if applicable) represent that you have read and agree to the terms of this Contract.

This Housing and Dining Contract (the "Contract") should be read carefully and signed by you. You are referred to in this Contract as "you," "Student," or "Licensee" and when you are referred to along with the other students of the University, you are part of "Students" or "Licensees". If you are under 18, your parent or legal guardian must guarantee all of your obligations under this Contract and sign as guarantor of your obligations under this Contract. Please contact the University Campus Housing Office (the "Housing Office") and UK Dining Center ("UK Dining") with any questions you may have regarding this Contract.

This Contract entitles you to use the housing and dining accommodations only in the manner set forth herein, in the Official Guide to Living on Campus, the University Code of Student Conduct and on the housing and dining websites.

- 1. Term.** This Contract is binding as of the date you or your parent or legal guardian (if applicable) execute this Contract by either signing a printed version or submitting it online. The term of your obligations under this Contract is the entire academic year (which consists of the fall and spring academic semesters) or, if you entered into this Contract after the academic year begins, for that portion of the academic year remaining at the time you enter into this Contract. The University will automatically bill you each semester through Student Account Services. You may only terminate this Contract under the conditions specified in the Contract and most terminations will involve payment to Licensor or the University.
- 2. Eligibility.** Students must be admitted at the University or Bluegrass Community & Technical College (BCTC) in order to receive a housing assignment and Dining Plan. Students must also be in good academic and financial standing with the University or BCTC. Student accounts that are past due are subject to late fee assessments. For University students, these policies can be found at <http://www.uky.edu/studentaccount/payments>. For BCTC Students, these policies can be found at https://bluegrass.kctcs.edu/student_billing/index.aspx.
- 3. Notices.** You agree that Licensor and the University will communicate with you through your official University email account for all aspects of this Contract, including but not limited to Housing and Dining Plan charges, notices of other charges, refunds, and housing information notices. You agree to check your official University email account on a regular basis. Your failure to check your official University email account does not relieve you from any obligations under this Contract.
- 4. BCTC Students.** BCTC Students who reside in on-campus housing facilities ("Housing Facilities") are subject to the Kentucky Community and Technical College System Code of Student Conduct in addition to the University Code of Student Conduct, the Official Guide to Living on Campus and this Contract. Conduct matters for BCTC Students will be handled by the Office of Residence Life and/or the BCTC Vice President for Student Development and Enrollment Management.
- 5. Max Kade German House Students.** The Max Kade German House is a 12-month Housing Facility housing Students of the University of Kentucky's German Studies Program. As a 12-month Housing Facility, Students are billed on a monthly basis instead of a semester basis. The monthly amount is prorated at the beginning (first month of Student's Contract) and end (last month of Student's Contract) of a Student's Contract only.

HOUSING

- 6. Assignment of Housing.** Housing is limited and Students are not guaranteed on-campus housing or placement in any

particular housing facility or a particular room type. Acceptance of your housing application and your assignment to a Housing Facility” will be determined by the Housing Office, in its sole and absolute discretion. In accordance with the University’s inclusive educational philosophy, and in accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, the University does not discriminate in the placement of Students in Housing Facilities or in room assignments on the basis of race, color, national or ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking. Housing assignments based on gender are proportionate in quantity and comparable in quality in compliance with Title IX mandates. Students who have any specific concerns about their housing assignment should contact the Housing Office.

7. Licensor. Lyman T. Johnson Hall, Donovan Hall, Jewell Hall, Blazer Hall, Haggin Hall, Woodland Glen I, II, III, IV, V, Holmes Hall, Boyd Hall, University Flats and Lewis Hall are operated by subsidiaries of an independent private company, Education Realty Trust, Inc. (“EdR”). If you are assigned to one of these Housing Facilities, then references to “Licensor” in this Contract means an EdR subsidiary. If you are not assigned to one of these Housing Facilities, then all references in this Contract to “Licensor” means the University.

8. Housing Schedule. Licensor will designate the date on which you may move into a Housing Facility and the date by which you must vacate your Assigned Housing Facility. Only certain Housing Facilities, known as Break Housing Halls, remain open during the academic breaks for Thanksgiving, winter and spring (collectively, the “Academic Breaks”). In order to remain in an available Housing Facility during an Academic Break, you will be required to pay additional fees. All other Housing Facilities are closed during Academic Breaks.

9. Conditions of Occupancy. Your occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

a. To reside and remain in a Housing Facility, you 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. You must check-in with the Resident Director or House Director of the Housing Facility to which you have been assigned on or before the first day of classes of each semester. If you will be delayed, you must notify the Housing Office via email. Such written notification should be made at least twenty-four (24) hours prior to the first day of classes. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment and significant financial penalty. If you are deemed a “no show”, we may cancel this Contract, in which case you will be subject to all applicable cancellation charges.

c. You must complete and sign a Room Condition Report Form prior to occupancy of your Assigned Housing Facility certifying the condition of the room, apartment or house assigned to you as of the date you begin occupancy. At the termination of this Contract, Licensor may inspect the room, apartment or house assigned to you and assess you for any damages to your room, apartment or house, its fixtures or any appliances and furniture not identified in the Room Condition Report Form completed at the beginning of your occupancy.

d. You must keep your assigned room, apartment or house clean and orderly and in good condition. You shall pay Licensor for loss of Licensor property and the cost of replacement or repair for any breakage or damage to your assigned room, apartment or house; its fixtures or any appliances and furniture; plus, any damages caused by you or your 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. You must exercise care in the use of the Housing Facility; care for and clean your room, apartment or house; and abide by (i) all rules and regulations for Housing Facilities as described in the Official Guide to Living on Campus, including the University Housing Community Standards set forth therein, and (ii) the University Code of Student Conduct. Commission of acts described in these documents may result in referral to the student conduct process. Certain and repeated violations of the University Housing Community Standards or the Code of Student Conduct may result in the suspension or cancellation of this Contract. If this Contract is suspended or terminated, you will be financially responsible for your obligations under this Contract as if you had chosen to cancel the Contract under the provisions of the Code of Student Conduct, Article VII, subparagraph E. The Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>.

f. You must 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 above has occurred. If this Contract is terminated for a violation of paragraph E above, you shall be provided the opportunity to appeal under the processes provided through the Office of Student

Conduct.

g. You must reside in your assigned room, apartment or house from the date that you check in until the date this Contract terminates in accordance with the terms herein.

h. You must pay Licensor the cost of replacement for any key(s) reported lost or stolen.

i. You agree that if your assigned room, apartment or house has multiple occupants and there is a vacancy in said assigned room, apartment or house at any time, you will accept another roommate as assigned, move into another room (consolidation), or in case of refusal, pay additional charges for single occupancy.

j. Licensor reserves the right to conduct health and safety inspections of your room, apartment or house. Please refer to the Official Guide to Living on Campus for information about the room entry policy.

k. 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 changes may be made only AFTER written approval from the respective Housing Facility or Housing Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken for violations of the provisions in this paragraph.

l. Whenever you move out of your Assigned Housing Facility for any reason, you must sign the appropriate paperwork and turn in your key(s) to an authorized Licensor official. Failure to properly check-out of the Housing Facility could result in extra financial charges to you such as further occupancy fees or labor charges for cleaning or maintenance. Once you have checked out of your Assigned Housing Facility, any items left in your room, apartment or house will be considered abandoned property and may be removed or disposed of by Licensor. Neither Licensor nor the Housing Office is responsible for any items left in the Housing Facility.

m. **Housing Change Request.** You may request a transfer to another Housing Facility by submitting a change request within the first two weeks after the Housing Facility opens for the fall and spring semesters. Change requests will be considered on a case-by-case basis and all decisions regarding change requests will be at the sole discretion of the Housing Office or the Resident Director or House Director. If a change request is granted, adjustments to the Housing and Dining Plan fees owed by you will be made on a prorated basis.

n. The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this Contract are also applicable to overflow housing assignments which may be made on a temporary basis at the beginning of each semester.

10. Criminal Background Checks. Licensor reserves the right to conduct criminal background checks on you and you consent and agree that Licensor has permission to conduct criminal background checks on you. If a background check finds that you have a criminal record, then you may be ineligible to live in Campus Housing.

11. Force Majeure. In the event of an unforeseeable cause beyond the control of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, Licensor reserves the right to maintain the safety of the Housing Facility, including but not limited to temporarily or permanently removing you from on campus housing. If the Housing Facilities and/or all or part of a Housing Facility is closed due to an emergency or natural disaster, Licensor and the University may suspend or terminate this Contract without prior notice. If a Housing Facility is closed pursuant to the paragraph, Licensor and the University will use their best efforts to provide you with alternative housing. Further, although not obligated to do so, Licensor will use its best efforts to rebuild or replace the affected Housing Facility.

12. Liability and Renter's Insurance. We encourage you to purchase general liability and property insurance to cover damages you are liable for under this Contract and to cover your property.

13. Release; Indemnification; Hold Harmless. You agree that Licensor does not promise, warrant or guarantee your safety and security, or that of your guests, or your personal property against the criminal actions of other residents or third parties. Furthermore, Licensor shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the room, apartment or house assigned to you or the Housing Facility in which you reside, for injury to person or property arising from theft, vandalism or casualty occurring in the room, apartment or house assigned to you or the Housing Facility in which you reside.

You (and your undersigned parent or legal guardian, in the case of a minor) agree to indemnify and hold harmless Licensor, 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 your person or property or any of your guests while you reside in the Housing Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by you or any of your guests in any event sponsored by the Housing Facility in which you reside), unless such injury is caused by the negligence or intentional conduct of Licensor, the University or their agents. You (and your undersigned parent or legal guardian, in the case of a minor) hereby release and forever discharge and hold harmless Licensor, 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 the Housing Facility. This release will be binding upon you (and your undersigned parent or legal guardian, in the case of a minor).

For questions or comments about this Contract in regards to Campus Housing, please contact the Housing Office at 859-257-1866 or ukhousing@uky.edu.

DINING

14. Dining Operations Schedule. The UK Dining Center (with University review and approval), designates when specific dining facilities will be opened, closed, or have limited hours. Only certain dining facilities are open during Academic Breaks. All other dining facilities are closed during Academic Breaks. Refer to <http://www.uky.edu/ukdining> for an updated list of dining facilities and their hours of operation. Dining Plans and Flex Dollars are not active during the Academic Breaks as shown below:

Dining Period	Start Date	Closed for Academic Breaks	Upgrade / Downgrade Deadlines	End Date
Fall Dining Contracts				
Fall	Must select Dining Plan no later than July 22 or you will be assigned All Access Plan Dining Plan starts August 17	Thanksgiving Holiday: after dinner on November 20; resuming with dinner on November 25	Approved Greek (Alpha Tau Omega, Delta Sigma Phi, Sigma Alpha Epsilon, and Sigma Chi) Downgrade to All-Flex Plan: September 3	December 14
	<u>Note:</u> Details on early move-in dining plans can be found at http://www.uky.edu/ukdining .	Winter Break: after lunch on December 14; resuming for dinner on January 6	All other Downgrades: September 7	
			Upgrade: anytime	
Spring Dining Contracts				
Spring	Fall Semester Dining Plan continues unless Upgraded or Downgraded Dining Plan starts January 6	Spring Break: after lunch on March 8; resuming for dinner on March 17	Approved Greek (Alpha Tau Omega, Delta Sigma Phi, Sigma Alpha Epsilon, and Sigma Chi) Downgrade to All-Flex Plan: January 21	May 3
			All other Downgrades: January 25	
			Upgrade: anytime	

15. Dining Plans. Students living in Housing Facilities (except University Flats and German House) are required to purchase a University Dining Plan as described at <http://www.uky.edu/ukdining> ("Dining Plan"). **If you do not select a Dining Plan by July 22 for the Fall Semester you will be assigned the All Access White Plan.**

a. You are responsible for all charges/purchases made against the Dining Plan. Dining Plans and Flex Dollars are encoded on the UK ID Card. Lost IDs should be deactivated online through the myUK account/Financial Tab/Maintain Plus, Meals, Flex or call the WildCard ID Office at 859-257-1378. Students are responsible for purchases made until the ID is deactivated or reported lost or stolen. The replacement ID card will reflect any remaining balance on the lost ID card.

b. Your Dining Plan is restricted for use by you and only you. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Dining 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 Dining Plan, without refund, unless the University specifically finds substantial mitigating circumstances. These behaviors may also result in referral to the student conduct process as a potential violation of the Code of Student Conduct. The Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>.

16. Conditions of Dining Plan. Your use of the Dining Plan is conditioned upon the following additional terms and conditions:

a. **Term.** All Dining Plans are for the entire academic year (which consists of the fall and spring semesters). The University will automatically bill you each semester through Student Account Services.

b. **Changes to Dining Plan.** Unless you make changes as permitted in this Contract, you will begin the spring semester on the same Dining Plan you had at the end of the fall semester. You may upgrade or downgrade your Dining Plan in the Housing Portal until July 22, online at <http://www.uky.edu/ukdining> or you may submit the completed form in person at the UK Dining Center. Upgrades may be made at any time during the semester. Charges for a Dining Plan will be prorated. One downgrade is permitted per semester. The downgrade deadline is September 7, 2018, for fall and January 25, 2019, for spring. Any charges or refunds will be prorated. Dining Plan changes made during a semester will take effect beginning the Sunday after the form is submitted online or in person at UK Dining Center. Submissions received outside normal business hours will be processed on the next business day.

c. **Greek Organizations.** Students who join a Greek organization but remain in Housing Facilities are not permitted to reduce their existing Dining Plan. Students who move out of a Housing Facility into one of the following Greek Houses: Alpha Tau Omega, Delta Sigma Phi, Sigma Alpha Epsilon or Sigma Chi, may reduce their residential Dining Plan by September 7, 2018, for the fall semester or January 25, 2019, for the spring semester to an All-Flex Plan and receive a prorated refund. An appeal request for and verification from Greek Life is required to make Dining Plan adjustments under this paragraph.

d. UK Dining Center, with approval from the University, may adjust locations and times where Flex Dollars or WildCat Deals are accepted during the year.

e. Residential dining is provided at one of The Fresh Food Companies.

f. Unused Weekly Meals cannot be refunded, accumulated or carried over to the next week. Unused Block Meals cannot be refunded or carried over the next semester. Unused Flex Dollars will carry forward from fall to spring for students enrolled in a Dining Plan for the spring semester. **All Flex Dollars are non-transferable, non-refundable and expire at the end of the spring semester.**

For questions or comments about this Contract in regards to Dining Plans, please contact the UK Dining Center at 859-257-2220 or ukdining@uky.edu.

HOUSING AND DINING PLAN CHARGES

17. Rates. Students shall pay for their Housing Facility and Dining Plan charges in the amount and manner provided for in the Housing Facility and Dining Plan rates schedule for the particular Housing Facility and Dining Plan to which they are assigned. The Housing Facilities' rates can be found at <http://www.uky.edu/housing/rates> and the Dining Plan rates can be found at <http://www.uky.edu/UKDining> (collectively, the "Housing and Dining Plan Rates" which are incorporated herein and made a part hereof). The Housing and Dining Plan Rates are subject to change by the University. Please visit the websites for the most current rates. If the Housing and Dining Plan Rates are changed after you become obligated under this Contract, you will be given the option to cancel this Contract within fourteen (14) days of publication or to continue this Contract under the new Housing and Dining Plan Rates.

18. Payment. Housing Facility and Dining Plan fees for University and BCTC Students are payable to Student Account Services. Deadlines and details can be found at <http://www.uky.edu/studentaccount/payments>.

19. Lost/Stolen UKID Card. If a card is lost or stolen, Students should immediately report it online at <https://myuk.uky.edu> or to the WildCard ID Office at 859-257-1378. Any expenditure associated with the use of the card is the responsibility of the Student until it is reported lost/stolen.

20. Housing Facility Fees. The following Housing Fees are associated with this Contract:

Type of Fee	Amount Due	Payment Schedule	Available Refund	Comments
Application Fee	\$50.00	Due at time of Housing Facility Application	Not Refundable	This fee starts the application for on campus housing process but does not guarantee you a bed
Housing Pre-Payment Fee (Bed Reservation)	\$150.00	Due on or before May 1	Applied to Housing Facility charges if you attend the University and live on-campus; Refunded if you do not become a University Student; Applied to any other outstanding University charges if you remain a student and live off-campus <u>Note:</u> Failure to pay this fee does not release you from this Contract	This fee reserves a bed for you (but not a particular bed) in the Housing Facilities

CANCELLATION AND WITHDRAWAL POLICIES

21. Cancellation of this Contract by Licensor: 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. In addition, Licensor will cancel this Contract if your admission to the University or BCTC has been denied or cancelled for academic reasons. Charges and fees will be handled as follows:

a. Denied Admission. If you are denied admission to the University or BCTC, other than the non-refundable Application Fee, you will not be charged any fees (and the Housing Pre-Payment Fee, if paid, will be refunded).

b. Academic Suspension. If you are suspended from the University or BCTC for academic reasons and you are residing in an Assigned Housing Facility, then prorated Housing Facility and Dining Plan charges will be assessed through the date that you check out of your room, apartment, or house with the Housing Office, which shall be no later than forty-eight (48) hours after notice of academic suspension.

c. Removal from Housing for Disciplinary Reasons. If you are removed from the Assigned Housing Facility during the period of this Contract for disciplinary reasons, as referred through the student conduct process, you will not receive a refund for the time period and are responsible for the full contract terms for both Housing and Dining.

22. Cancellation of this Contract by You:

a. Process and Fees. If, after completing an Application and Contract and being assigned to a Housing Facility, you choose to cancel this Contract, you must do so to the Housing Office by email at ukhousing@uky.edu or through the University Housing Portal. The official date of cancellation of this Contract will be the date the cancellation notification is received in the Housing Office. The timing of your cancellation notice determines how much you will be charged under this Contract. See the summary chart below for a breakdown of the charges you will incur for cancellation of this Contract. **Returning Student cancellations after February 28 and New Student cancellations after May 1 will incur cancellation charges.** The Cancellation Policy can be found at http://www.uky.edu/housing/sites/www.uky.edu.housing/files/2018-19_Contract_and_Cancellation_Policy.pdf or

by request from the Housing Office.

b. Request for Release. Students who wish to cancel this Contract can ONLY be released from their obligations under this Contract through prior written consent of the Housing and Dining Appeals Committee (the “Committee”). The deadline for Returning Students to cancel is February 28 and the deadline for New Students to cancel is May 1. Students may submit an appeal via <http://www.uky.edu/hdac/>. 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. **Submitting a release request does not guarantee an approved release from this Contract or release you from your financial obligation.** The grounds for appealing for release from this Contract are as follows:

i. Financial Hardship Release: Students who can document financial hardship beyond their control that has occurred since entering into the terms and conditions of this Contract may appeal for release.

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

iii. Administrative Release: Students who can document significant extenuating circumstances may appeal for release.

c. Withdrawal During an Academic Semester. If you withdraw from enrollment in the University or BCTC during an academic semester, your ability to live in your Assigned Housing Facility will terminate immediately upon your withdrawal and receipt of notification via email by the Housing Office of such withdrawal. Your responsibility for Housing Facility and Dining Plan charges will end once you vacate the Housing Facility.

i. You must vacate your Assigned Housing Facility within forty-eight (48) hours of withdrawal. If you fail to provide written notification to the Housing Office of your withdrawal, you will continue to be responsible for all Housing Facility and Dining Plan fees charged hereunder, even if you have moved out of the Housing Facility, until official written notification of withdrawal is received by the Housing Office or until this Contract is cancelled by the Housing Office.

ii. You will be assessed a prorated charge for your Housing Facility and the Dining Plan for each day until withdrawal has been completed, you have vacated the Housing Facility and you have notified the Housing Office of your withdrawal. **If your withdrawal occurs after September 1 but prior to the twelfth (12th) week of the semester for the Fall Semester or February 1 but prior to the twelfth (12th) week of the Spring Semester, then you will be prorated for the days you resided in your Housing Facility and used your Dining Plan.**

iii. If you withdraw after the twelfth (12th) week of the semester, then you will be responsible for the full semester charges for your Housing Facility and Dining Plan.

iv. If you fail to notify the Housing Office of your withdrawal, you may be subject to denial of any future on campus housing.

v. If you withdraw from the University or BCTC during an academic semester and then re-enroll during the same semester you withdrew, this Contract shall remain valid.

vi. Notice of withdrawal from the University or BCTC, as well as changes to address, must be emailed directly to the Housing Office. **Notices made to the Registrar’s Office, Admissions Office, or other University or BCTC offices do not constitute official notice to the Housing Office.**

d. Withdrawal between Fall and Spring Semesters - Withdrawing Students. 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 Office via email and properly check out of the Housing Facility. If you have not provided the aforesaid notice to the Housing Office prior to the first day of class of the spring semester, then you will be considered as a “No Show” and assessed fees equal to **fifty (50%) of the spring semester rate for your Assigned Housing Facility and Dining Plan**. This provision also applies to Students who do not return to the University for the spring semester due to academic suspension.

i. If you notify the Housing Office that you are not returning for the Spring Semester, but do in fact return for the Spring Semester you will be assessed the full spring semester Housing and Dining Plan fees for your previously Assigned Housing Facility and Dining Plan.

e. Withdrawal between Fall and Spring Semesters. If you are not returning to your Assigned Housing Facility for the Spring Semester but are remaining enrolled at the University or BCTC, you shall email the Housing Office prior to December 15. You may terminate; however, you are still financially obligated for the terms of this contract. You can terminate by logging into myUK to access and complete the Cancel Contract page of the Application and properly checking out of your Housing Facility.

i. If you have completed the Cancel Contract page and properly moved out prior to the first day of class of the spring semester, you will be charged 50% of the Assigned Housing Facility and Dining Plan Rates for the spring semester; except that, if your housing and dining costs are funded in full by a departmental scholarship and the department provides an eligible replacement student for the Spring Semester vacated housing, then the 50% fee is waived. In lieu of the 50% Dining Plan cancellation fee, the Student may apply the cancellation fee toward the purchase of any Dining Plan (excludes all Flex-Only Plans). Any unapplied portion of the cancellation fee will still be charged.

ii. If you complete the Cancel Contract page and properly move out after the first day of class of the spring semester, but prior to February 1, you will be charged 50% of the Assigned Housing Facility and Dining Plan Rates for the Spring Semester plus the prorated charge for each day from the spring move-in date to date on which you cancelled the Contract via your myUK and properly checked out of your Assigned Housing Facility, or actual usage of the Dining Plan, whichever is greater.

iii. If you complete the Cancel Contract page and properly move out after February 1, you will be charged 100% of your Assigned Housing Facility and Dining Plan Rates for the Spring Semester.

SUMMARY OF CANCELLATION FEES

If the Housing and Dining Plan Rates are changed after you become obligated under this Contract, you will be given the option to cancel this Contract within fourteen (14) days of publication or to continue this Contract under the new Housing and Dining Plan Rates. Please note that the cancellation policy is different for new and returning students.

NEW STUDENT CANCELLATION POLICY (For students who have never before lived in Campus Housing)

Status	Cancellation Fee	Deadline for Proper Cancellation and Move-Out (if applicable)	Comments
Fall Semester for New Students			
Denied Admission to University or BCTC	\$0.00	If notice of cancellation received by June 1	All fees refunded except non-refundable \$50 Application Fee
Cancellation by Student	\$0.00	If notice of cancellation received by May 1	
	\$250	If notice of cancellation received between May 2-June 15	
	30% of the Lowest Housing Facility Rate for Fall Semester	If notice of cancellation received between June 16-July 14	
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Fall Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received between July 15-September 1	*If you applied for and selected or were assigned housing, these charges apply whether you move in or are a "No-Show"*
	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Fall Semester	If notice of cancellation received after September 1	
			Approved Cancellation Requests: -Withdrawal from UK/BCTC -Graduated from UK/BCTC -Marriage

			-Military Deployment -Educational Program Requiring Out-of-Town Residency
--	--	--	------------------------------------------------------------------------------------

Between Fall and Spring Semester			
-----------------------------------------	--	--	--

Denied Admission to University or BCTC	\$0.00	If notice of cancellation received by January 2	All fees refunded except non-refundable \$50 Application Fee
Withdrawing Students	\$0.00	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation <u>not</u> received prior to first day of class of Spring Semester	If no notice is received you will be treated as a "No-Show"
Returning Students	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester unless waived by departmental scholarship substituted student	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received after the first day of class of Spring Semester but by February 1	
	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received after February 1	

Spring Semester Only			
-----------------------------	--	--	--

New Housing Assignment	\$0.00	If notice of cancellation received by January 2	New assignments only; does not apply to Students who lived on campus during the Fall Semester
	25% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received between January 3-January 15	If you applied for and selected or were assigned housing, these charges apply whether you move in or are a "No-Show"
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received between January 16-February 1	
All Students	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received after February 1	

RETURNING STUDENT CANCELLATION POLICY

(For students who have lived in Campus Housing previously and are applying to return)

Status	Cancellation Fee	Deadline for Proper Cancellation and Move-Out (if applicable)	Comments
Fall Semester for Returning Students			
Denied Admission to University or BCTC	\$0.00	If notice of cancellation received by June 1	All fees refunded except non-refundable \$50 Application Fee
Cancellation by Student	\$0.00	If notice of cancellation received by February 28	
	\$250	If notice of cancellation received between March 1-April 14	
	\$500	If notice of cancellation received between April 15-May 31	
	50% of the Lowest Housing Facility Rate for Fall Semester	If notice of cancellation received between June 1-June 30	
	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Fall Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received on or after July 1	*If you applied for and selected or were assigned housing, these charges apply whether you move in or are a "No-Show"*
			Approved Cancellation Requests: <ul style="list-style-type: none"> ▪ Withdrawal from UK/BCTC ▪ Graduated from UK/BCTC ▪ Marriage ▪ Military Deployment ▪ Educational Program requiring out-of-town residency
Between Fall and Spring Semester			
Denied Admission to University or BCTC	\$0.00	If notice of cancellation received by January 2	All fees refunded except non-refundable \$50 Application Fee
Withdrawing Students	\$0.00	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation <u>not</u> received prior to first day of class of Spring Semester	If no notice is received you will be treated as a "No-Show"
Returning Students	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester unless waived by departmental scholarship substituted student	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester <u>plus</u> daily prorated charge post	If notice of cancellation received after the first day of class of Spring Semester but by February 1	

	move-in date		
	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received after February 1	
Spring Semester Only			
New Housing Assignment	\$0.00	If notice of cancellation received by January 2	New assignments only; does not apply to Students who lived on campus during the Fall Semester
	25% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received between January 3-January 15	If you applied for and selected or were assigned housing, these charges apply whether you move in or are a “No-Show”
	50% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received between January 16-February 1	
All Students	100% of Selected/Assigned Housing Facility Rate & Dining Plan Rate for Spring Semester	If notice of cancellation received after February 1	

MISCELLANEOUS

1. **Entire Contract:** All University rules, regulations, policies and procedures (including but not limited to those found in the Official Guide to Living on Campus, the University Code of Student Conduct and on the housing website) are incorporated herein and are part of this Contract.
2. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.
3. **Amendment of Laws:** In the event that subsequent to the execution of this Contract, any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Contract is enacted, amended or repealed, the University will elect to perform in accordance with such statute, amendment or act of repeal in lieu of complying with the analogous provision of this Contract.
4. **Dispute Resolution:** Any disputes arising under this Contract shall be first addressed to the Campus Housing Office. Any appeals to decisions there from shall be resolved through the Housing and Dining Appeals Committee. These procedures shall be followed prior to the Student instituting any other legal proceedings.
5. **Severability:** The invalidity of one or more provisions in this Contract shall not affect the validity of any other provision hereof, and the Contract shall be construed and enforced as if such invalid provision(s) were not included.

This is an agreement between the University and the Student. It is used for the entire academic year (which consists of the fall and spring academic semesters) or, if you entered into this Contract after the academic year begins, for that portion of the academic year remaining at the time you enter into this Contract. This Contract may be terminated only under the conditions specified herein.

By signing this Contract the Student is stating that he/she has read and agrees to the terms of this Contract. Students and their parents or legal guardians are urged to read carefully the terms and conditions of this Contract. If a Student is under 18, a parent or legal guardian must sign this contract along with the Student. We ask that your parent or legal guardian sign so they understand that you, the Student, are entering a legally binding contract; however, this Contract is binding even if not signed by your parent or legal guardian.

The University agrees to provide accommodations under the conditions of this Contract. This Contract is not governed by the Kentucky Landlord-Tenant Act.