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 and to the statement of obligation and financial obligation as found at http://www.uky.edu/registrar/content/obligation-financial.

This Housing 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”) with any questions you may have regarding this Contract.

This Contract entitles you to use the housing 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 website.

1. **Term.** This Contract is binding as of the date you or your parent or legal guardian (if applicable) execute this Contract by submitting it online. The term of your obligations under this Contract is for the summer break period as indicated on your housing application. The University will automatically bill you each month 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 enrolled for spring 2018, summer 2018, and/or fall 2018 at the University or Bluegrass Community & Technical College (BCTC) in order to receive a housing assignment. 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 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.

### HOUSING

6. **Assignment of Housing.** Housing is limited. 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.** Summer housing is available in designated Housing Facilities. Some Housing Facilities 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 the undersigned 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.

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 for spring 2018, summer 2018, and/or fall 2018 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 front desk staff of the Housing Facility to which you have been assigned. If you will be delayed, you must notify the Housing Office via email. 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 assigned to you as of the date you begin occupancy. At the termination of this Contract, Licensor may inspect the room assigned to you and assess you for any damages to your room, 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 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; its fixtures or any appliances and furniture; plus, any damages caused by you or your guests, to other parts of the residence hall 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; 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](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 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 has multiple occupants and there is a vacancy in said assigned room 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. Please refer to the Official
Guide to Living on Campus for information about the room entry policy.

k. Rooms may be inhabited ONLY by Students to whom they are assigned. Rooms 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 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.** 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. If a change request is granted, adjustments to the Housing 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.

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 personal property insurance to cover damages you are liable for under this Contract and to cover your personal 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 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 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).
17. **Rates.** Students shall pay for their Housing Facility charges in the amount and manner provided for in the Housing Facility rates schedule for the particular Housing Facility to which they are assigned. The Housing Facilities’ rates can be found at [http://www.uky.edu/housing/rates](http://www.uky.edu/housing/rates). The Housing rates are subject to change by the University. Please visit the websites for the most current rates. If the Housing 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 rates.

18. **Payment.** Housing Facility 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](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](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.

**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. **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 charges will be assessed through the date that you check out of your room with the Housing Office, which shall be no later than forty-eight (48) hours after notice of academic suspension.

   b. **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 Housing.

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. The Cancellation Policy can be found at [http://www.uky.edu/housing/sites/www.uky.edu.housing/files/Summer 2018_Contract_and_Cancellation_Policy.pdf](http://www.uky.edu/housing/sites/www.uky.edu.housing/files/Summer 2018_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 Appeals Committee (the “Committee”). The deadline to cancel without penalty must be more than fifteen (15) calendar days prior to your expected arrival date. Students may submit an appeal via [http://www.uky.edu/hdac/](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.
SUMMARY OF CANCELLATION FEES

If the Housing rate is 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 rate.

<table>
<thead>
<tr>
<th>Status</th>
<th>Cancellation Fee</th>
<th>Deadline for Proper Cancellation</th>
<th>Comments</th>
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<tr>
<td>Students who wish to be released from this Contract must first file an appeal <a href="http://www.uky.edu/hdac/">http://www.uky.edu/hdac/</a> 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. Students who wish to cancel this Contract can ONLY be released from their obligations under this Contract through prior written consent of the Appeals Committee (the “Committee”).</td>
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<th>Summer Term</th>
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<tr>
<td>$0.00</td>
<td>If notice of cancellation is more than fifteen (15) calendar days prior to your expected arrival date. The deadline to cancel without penalty must be more than fifteen (15) calendar days prior to your expected arrival date.</td>
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<tr>
<td>$200.00</td>
<td>If notice of cancellation is received within 15 calendar days of expected arrival date.</td>
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<tr>
<td>$400.00</td>
<td>If no notice is received you will be treated as a “No Show”</td>
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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 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 summer term or, if you entered into this Contract after the summer term begins, for that portion of the summer term 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.