

**Summer 2021
Housing 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

Email: ukhousing@uky.edu

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

This Housing Contract (the “Contract”) is a legally binding agreement among you (defined below), the Licensor (defined below) and the University of Kentucky (the “University” or “UK” and along with “Licensor,” “We” or “Us”). 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”. 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.** Please contact the UK Campus Housing Office (the “Housing Office”) with any questions you may have regarding this Contract.

This Contract entitles you to use the housing only in the manner set forth herein, in Campus Housing Community Standards, the University Code of Student Conduct and on the housing websites. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. **Summer housing is available only in designated Housing Facilities.** The University reserves the right to make assignments, reassignments in the interest of order, discipline, health, safety, security, public health event, pandemic, consolidation, or assignments to temporary or overflow housing to achieve optimal utilization of University housing.

The Disability Resource Center serves as the point of contact for accommodation requests for campus housing. More information can be found at: <http://www.uky.edu/DisabilityResourceCenter/content/disability-accommodation-campus-housing>.

- 1. Term.** This Contract is binding as of the date you or your parent or legal guardian (if applicable) execute this Contract by either submitting it online or signing electronically. 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.** To reside and remain in a Housing Facility for summer, you must have been enrolled at the University or BCTC for spring 2021 or will be enrolled for either summer 2021 or fall 2021 at the University or Bluegrass Community & Technical College (BCTC). 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/affording-college/tuition-costs/index.aspx>.
- 3. Notices.** You agree that Licensor and the University, as applicable, 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 are responsible 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, Campus Housing Community Standards, 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. BCTC Students must also sign the BCTC Addendum (located within the Housing Application) acknowledging their obligations as BCTC students.

HOUSING

5. Assignment of Housing. You are not guaranteed assignment to a specific Housing Facility, particular room type, or area of campus. Summer housing is available only in designated Housing Facilities. Your housing application may be accepted or rejected by the Housing Office. 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 and Licensor do 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. If you have any specific concerns about your housing assignment, you should contact the Housing Office.

6. Licensor. Summer housing is available in designated Housing Facilities. Some Housing Facilities are operated by subsidiaries of an independent private company. If you are assigned to one of these Housing Facilities, then references to "Licensor" in this Contract means the applicable independent private company subsidiary. If you are assigned to one of these Housing Facilities, You expressly grant Permission to University and Licensor to share information with one another to verify your enrollment status, including but not limited to your judicial/disciplinary status or history, payment status, enrollment status, eligibility for housing, and financial aid eligibility/disbursement. Upon request of Licensor, you agree to provide Licensor any information, reasonably requested to prove your enrollment status. If you are not assigned to one of these Housing Facilities, then all references in this Contract to "Licensor" means the University.

7. 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.

8. 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 for summer, you must have been enrolled at the University or BCTC for spring 2021 or will be enrolled for either summer 2021 or fall 2021 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. 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", a student who did not check in with the Housing Office to live in a Housing Facility, we may cancel this Contract, and you will be subject to the applicable cancellation charges set forth below.

c. You must complete and electronically sign a Room Condition Report Form prior to occupancy of your assigned Housing Facility certifying the condition of your assigned unit as of the date you begin occupancy. At the termination of this Contract, Licensor may inspect your assigned unit and assess you for any damages to your unit, 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 unit clean, 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 unit; 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 units, furnishings, or appliances.

e. You must exercise care in the use of the Housing Facility; care for and clean your unit; and abide by (i) all rules and regulations for Housing Facilities as described in the Campus 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/or repeated violations of the Campus 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, subparagraphs D and E. The Code of Student Conduct may be viewed at

<http://www.uky.edu/studentconduct>. BTC Student's conduct matters will be handled pursuant to paragraph 4 above.

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.

g. You must reside in your assigned unit from the date that you check in until the date this Contract terminates in accordance with the terms herein.

h. **Units may be inhabited ONLY by Students to whom they are assigned.** Units 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.

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

j. **Room Entry Policy.** Licensor reserves the right to enter your unit to respond to emergency situations, conduct health and safety inspections, and provide routine maintenance. Please refer to the University Housing document Policies and Services, A to Z for information about the room entry policy.

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

l. Whenever you move out of your assigned Housing Facility for any reason, you must complete 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 unit 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. Maintaining a pet and/or animal, (except for service animals, service animals in training, or emotional support animals that are registered with the Disability Resource Center), regardless of length of stay, within a residence hall, does not adhere to the community standards of the residential environment and is strictly prohibited. Aquarium fish kept in containers not exceeding 10 gallons are permitted. The care and supervision of any permitted animal is solely the responsibility of its owner.

9. 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.

10. Force Majeure. In the event of an unforeseeable cause beyond the control of the University or Licensor, including, but not limited to fire, flood, other severe weather, public health event, pandemic, acts of God, interruption of utility services, acts of terrorism and other unforeseeable significant extenuating circumstances, Licensor reserves the right to maintain the safety of the Housing Facility, including but not limited to temporarily or permanently removing you from Campus Housing. If the Housing Facilities and/or all or part of a Housing Facility is closed due to an emergency, public health event, or fire, flood 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 or other remedy. Further, although not obligated to do so, Licensor will use its best efforts to rebuild or replace the affected Housing Facility.

11. 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.

12. 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 unit 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 unit 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), your heirs, and assigns.

HOUSING CHARGES

13. Rates. You shall pay for your 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' preliminary rates can be found at <http://www.uky.edu/housing/rates>. The Housing rates are subject to change by the University. Please visit the website 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.

14. Payment. Housing Facility fees are payable to Student Account Services. Deadlines and details can be found at <http://www.uky.edu/studentaccount/payments>.

15. Lost/Stolen UKID Card. If your card is lost or stolen, you 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 your responsibility until it is reported lost/stolen.

CANCELLATION AND WITHDRAWAL POLICIES

16. Cancellation of this Contract by Licensor: This Contract may be cancelled, or housing assignments may be changed in the interest of order, discipline, health, safety, security, public health event, pandemic, other events as provided in paragraph 10 above, consolidation, optimal 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; academic suspension; disciplinary reasons; or other circumstances. Charges and fees will be handled as follows:

a. Denied Admission. If you are denied admission to the University or BCTC, you will not be charged any fees.

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 charges will be assessed through the date that you check out of your unit 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 remaining under the Contract and are responsible for the full contract terms for Housing.

d. Other circumstances. If you are no longer enrolled at the University or BCTC because you voluntarily withdrew from the University or BCTC; graduated from the University or BCTC; married, active military deployment; or your educational program requires an out-of-town residency; you will not be charged any other cancellation fees.

17. Cancellation of this Contract by You:

a. Process and Fees. If, after completing an Application and Contract, you choose to cancel this Contract, you must do so through the 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 Cancellation Dates and Fees 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/contract-cancellations>.

b. Request for Release. You can ONLY be released from your obligations under this Contract after filing an appeal with and receiving written approval from the Appeals Committee (the “Committee”). The deadline to cancel without penalty must be more than five (5) calendar days prior to your expected arrival date. You may submit an appeal via <http://www.uky.edu/hdac/>. If the Committee grants your release, you may be subjected to charges as determined by 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: You must provide documentation that a financial hardship beyond your control has occurred since entering into the terms and conditions of this Contract.
- ii. Medical Hardship Release: You must register with the Disability Resource Center and provide documentation that a medical hardship requiring specialized living arrangements or accommodations that are not available on campus has occurred since entering into the terms and conditions of this Contract.
- iii. Administrative Release: You must provide documentation that shows there are significant extenuating circumstances that you have experienced since entering into the terms and conditions of this Contract. See the website for additional details.

CANCELLATION DATES AND 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.

Status	Cancellation Fee	Deadline for Proper Cancellation	Comments
<p>If you choose to cancel this Contract, you must do so through the Housing Portal. The official date of cancellation of this Contract will be the date the cancellation notification is received in the Housing Office. You can ONLY be released from your obligations under this Contract after filing an appeal with and receiving written approval from the Appeals Committee. You may submit an appeal via http://www.uky.edu/hdac/. If the Committee grants your release, you may be subject to charges as determined by the Committee. Submitting an appeal DOES NOT guarantee an approved release from this Contract or release you from your financial obligation.</p>			
Summer Term			
	\$0.00	If notice of cancellation is more than five (5) calendar days prior to your expected arrival date	The deadline to cancel without penalty must be more than five (5) calendar days prior to your expected arrival date
	\$150.00	If notice of cancellation is received within (five) 5 calendar days of expected arrival date	
	\$250.00	If no notice is received, you will be treated as a “No Show”	

MISCELLANEOUS

- 18. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. Summer housing is available in designated Housing Facilities. The University reserves the right to make assignments, reassignments in the interest of order, discipline, health, safety, security, public health event, pandemic, consolidation, or assignments to temporary or overflow housing to achieve optimal utilization of University housing.
- 19. **Entire Contract:** All University rules, regulations, policies, and procedures (including but not limited to those found in the Campus Housing Community Standards, the University Code of Student Conduct and on the housing website) are incorporated herein and are part of this Contract.
- 20. **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.
- 21. **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.

22. **Dispute Resolution:** Any disputes arising under this Contract shall be first addressed to the Housing Office. Any appeals to decisions there from shall be resolved through the Appeals Committee. These procedures shall be followed prior to you initiating any other legal proceedings.
23. **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 you. 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 in this Contract. This Contract may be terminated only under the conditions specified herein.

If you cancel your Contract there are fees that apply past certain dates. The Cancellation Policy can be found at <http://www.uky.edu/housing/contract-cancellations>.

BY DIGITALLY SIGNING THIS CONTRACT, YOU STATE THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT. You and your parents or legal guardians are urged to read carefully the terms and conditions of this Contract. If you are under 18, a parent or legal guardian must sign this contract along with you. Even if you are over 18, we ask that your parent or legal guardian review/sign, so they understand that you, the Student, are entering a legally binding contract; however, if you are over 18 this Contract is binding even if not reviewed/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.