

2020-2021
Housing and Dining Contract
University of Kentucky Undergraduate Students
Living in Campus Housing

UK Campus Housing Office

125 Funkhouser
University of Kentucky
Lexington, KY 40506-0054
Telephone: 859-257-1866
<http://www.uky.edu/Housing>

UK Dining Center

160 Avenue of Champions, Gatton Student Center
University of Kentucky
Lexington, KY 40506-0139
Telephone: 859-257-2220
<http://www.uky.campusdish.com>

This Housing and Dining 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") 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 Campus Housing Community Standards, the University Code of Student Conduct and on the housing and dining websites. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. The University reserves the right to make assignments; reassignments in the interest of order, discipline, health, safety, security, 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 and dining. 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 a printed version. 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 a fee paid to Licensor or the University.
- 2. Eligibility.** You must be confirmed/enrolled as a Full-Time Student at the University or Bluegrass Community & Technical College ("BCTC") in order to receive a housing assignment. If you attend BCTC, you must be confirmed/enrolled in 12 or more credit hours with 75% of classes on-site and you must also be in good academic and financial standing with BCTC and the University. 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 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, 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.
- 5. Max Kade German House Students.** The Max Kade German House is a 12-month Housing Facility housing

Students of the University's German Studies Program. As a 12-month Housing Facility, these Students are billed on a monthly basis instead of a semester basis. The monthly amount is only prorated at the beginning (first month of Student's Contract) and end (last month of Student's Contract) of a Student's Contract.

HOUSING

6. Assignment of Housing. Housing is limited. You are not guaranteed assignment to a specific Housing Facility, particular room type, or area of campus. 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 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. If you have any specific concerns about your housing assignment, you should contact the Housing Office.

7. Licensor. Blazer Hall, Boyd Hall, Chellgren Hall, Donovan Hall, Haggin Hall, Holmes Hall, Jewell Hall, Johnson Hall, Lewis Hall, University Flats, Woodland Glen II, III, IV, and V 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 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 in 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 move in early or 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. University Students: To reside and remain in a Housing Facility, you must be confirmed/enrolled as a Full-Time Student at the University. BCTC Students: To reside and remain in a Housing Facility, you must be confirmed/enrolled as a Full-Time Student (in 12 or more credit hours with 75% of classes on-site) at BCTC and remain in good academic and financial standing including 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", a student who is enrolled, but does 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. Students who are not enrolled at UK or BCTC will forfeit the non-refundable Application Fee, but will not be charged any other cancellation fees unless subsequently re-enrolled for the academic term.

c. You must complete and sign a Room Condition Report Form prior to occupying 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 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 unit, 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 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 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 under this paragraph, 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 University Code of Student Conduct, Article VII, subparagraphs D and E. The University Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>. BCTC 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 the 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 the 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 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 unit. Please refer to the Campus Housing Community Standards 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 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 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.** You may request a transfer to another Housing Facility by submitting a change request during the open room change period after the Housing Facility opens for the Fall and Spring Semesters. Change requests after the open room change period 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 and/or the Resident Director/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. **If your change request is granted, or if the University reassigns you to temporary or overflow housing,** then the policies and procedures contained within this Contract are also applicable

o. 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 not permitted. 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.

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 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 this 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.

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 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.

For questions or comments about this Contract regarding 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.campusdish.com> 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 19 or you will be assigned All Access White Plan Dining Plan starts August 17	Fall Break: Closing after lunch the Friday before; resuming with dinner the night before classes resume Thanksgiving Holiday: Closed Wednesday through Sunday; resuming with dinner on Sunday before classes begin.	Approved Greek (Delta Sigma Phi, Gamma Phi Beta, Kappa Sigma, Phi Gamma Delta, and Sigma Alpha Epsilon) Downgrade to a Commuter Plan: August 28	December 17
	<u>Note:</u> Details on early move-in dining plans can be found at http://www.uky.campusdish.com .	Winter Break: after lunch on December 17; resuming for dinner on January 10	All other Downgrades: August 28	
			Upgrade: anytime	
Spring Dining Contracts				
Spring	Fall Semester Dining Plan continues unless Upgraded or Downgraded Dining Plan starts January 10	Spring Break: after lunch on March 12; resuming for dinner on March 21	Approved Greek (Delta Sigma Phi, Gamma Phi Beta, Kappa Sigma, Phi Gamma Delta, and Sigma Alpha Epsilon) Downgrade	May 7

			to a Commuter Plan: January 22	
			All other Downgrades: January 22	
			Upgrade: anytime	

15. Dining Plans. By living in Housing Facilities (except University Flats and German House), you are required to purchase a University Dining Plan as described at <http://www.uky.campusdish.com> ("Dining Plan"). **If you do not select a Dining Plan by July 19 for the Fall Semester, you will be assigned the All Access White Plan.** See paragraph 16b for meal plan downgrades timing.

a. You are responsible for all charges/purchases made against the Dining Plan. Dining Plans and Flex Dollars are encoded on your 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. You 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>. BCTC Students conduct matters will be handled pursuant to paragraph 4 above.

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 19**, online at <http://www.uky.campusdish.com> 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 August 28, 2020, for fall and January 22, 2021, 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. If you join a Greek organization but remain in a Housing Facility, you are not permitted to reduce your existing Dining Plan. If you move out of a Housing Facility into one of the following Greek Houses: Delta Sigma Phi, Gamma Phi Beta, Kappa Sigma, Phi Gamma Delta, or Sigma Alpha Epsilon, you may reduce your Residential Dining Plan by **August 28, 2020**, for the Fall Semester or **January 22, 2021**, for the Spring Semester to a Commuter Plan and receive a prorated refund. An appeal request for and verification from Fraternity & Sorority 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 are accepted during the year.

e. Residential dining is provided at Fresh Food Company or Champions Kitchen.

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.**

g. If you cancel your housing contract, your dining contract is also cancelled. Dining cancellation fees may be applicable.

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

HOUSING AND DINING PLAN CHARGES

17. Rates. You shall pay for your 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 you are assigned. The Housing Facilities' preliminary rates can be found at <http://www.uky.edu/housing/rates> and the Dining Plan rates can be found at <http://www.uky.campusdish.com> (collectively, the "Housing and Dining Plan Rates" which are incorporated herein and made a part hereof). The Housing and Dining Plan Rates for 2020-21 are subject to change by the University. Please visit the above housing and dining 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 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 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 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 specific Housing Facility, particular room type, or area of campus
Housing Pre-Payment Fee (Bed Reservation)	\$150.00	Due on or before June 1	Applied to Housing Facility charges if you attend the University and live on-campus; Refunded if you do not become a University Student or have any other outstanding balance; 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 space for you (not a specific Housing Facility, particular room type, or area of campus) in the Housing Facilities

CANCELLATION AND WITHDRAWAL POLICIES

21. 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, 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, 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 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 (including the Fall and Spring Semesters) for both Housing and Dining.

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; other than the non-refundable Application Fee, you will not be charged any other cancellation fees.

22. 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. **Returning Student cancellations after March 31 and New Student cancellations after June 1 will incur cancellation charges.** 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 Housing and Dining Appeals Committee (the "Committee"). 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 have occurred since entering into the terms and conditions of this Contract.

c. Enrollment Withdrawal During an Academic Semester. If you withdraw from 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 cancellation through the Housing Portal. Your responsibility for Housing Facility and Dining Plan charges will be prorated based on the date you vacate the Housing Facility.

i. You must vacate your Assigned Housing Facility **within forty-eight (48) hours of withdrawal**. If you fail to cancel your Contract through the Housing Portal, 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 Assigned Housing Facility and the Dining Plan daily, until your withdrawal is complete, and you have vacated the Housing Facility. **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 your charges will be prorated for the days you resided in your Assigned Housing Facility and used your Dining Plan.**

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

iv. If you fail to notify the Housing Office of your withdrawal, you could 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 and you will be assessed housing and dining charges.

vi. Notice of withdrawal from the University or BCTC, as well as changes to address, must be made through the Housing Portal. **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. Enrollment Withdrawal for Spring Semester. If you lived in a Housing Facility during the Fall Semester and ARE NOT RETURNING to the University or BCTC as an enrolled student for the Spring Semester, you must notify the Housing Office by cancelling your Contract through the Housing Portal.

i. If you notify the Housing Office that you are not returning for the Spring Semester but do in fact return to the University or BCTC 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. Continuing Fall to Spring Students Who Cancel Housing and Dining between Fall and Spring Semesters. If you are not returning to your Assigned Housing Facility for the Spring Semester but are continuing enrollment at the University or BCTC, you must cancel your Contract; however, you are still financially obligated for the terms of this Contract. You will be charged according to Cancellation Dates and Fees chart set forth below. You can log into your myUK account to cancel your Contract and properly check 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, you may apply the cancellation fee toward the purchase of any Dining Plan (excludes custom Flex Plans). Any unapplied portion of the cancellation fee will still be charged.

ii. If you cancel your Contract 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 cancel your Contract 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.

CANCELLATION DATES AND 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 of the new rates or to continue this Contract under the new rates. **Proper cancellation notice must be submitted via the Housing Portal by the dates specified.** Please note that the cancellation policy is different for new and returning students.

**A. NEW STUDENT CANCELLATION POLICY
(If you never lived in UK Campus Housing)**

Contract Cancellation While Still Enrolled			
Contract Term	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
Fall and Spring Contract			
	No later than June 1	\$0.00	
	June 2 – July 15	\$250	
	July 16 – August 1	30% of Lowest Housing Facility Rate for both Fall & Spring Semesters	
	August 2 – 1 st Day of Class for Fall Semester	50% of Lowest Housing Facility & Dining Plan Rates for both Fall & Spring Semesters <u>PLUS</u> daily prorated charges	

		post move-in date for both Housing and Dining	
	AFTER 1 st Day of Class for Fall Semester AND No Later Than 1 st Day of Class for Spring Semester	100% of **Selected or Assigned Housing Facility & Dining Plan Rates for Fall AND 50% of the Spring Semester PLUS daily prorated charges post Spring Move-In Date for both Housing and Dining	UNLESS Spring is waived by departmental scholarship substituted student
	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester PLUS daily prorated charges post Move In for both Housing and Dining	Fall charges still apply
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester	Fall charges still apply
<p>*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or dining plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply.</p>			

Spring Only Contract			
	No later than January 2	\$0.00	
	January 3 – 1 st Day of Spring Classes	30% of Lowest Housing Facility & Dining Plan Rates for Spring Semester PLUS daily prorated charge post move-in date for both Housing & Dining	
	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester PLUS daily prorated charge post move-in date for both Housing & Dining	
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester	UNLESS Spring is waived by departmental scholarship substituted student
<p>*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or dining plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply.</p>			

Withdraw from OR Denied Admission to University or BCTC			
	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal

	Withdrew Prior to Move In	\$0.00	All fees are refunded <u>except</u> \$50 non-refundable Application Fee
	Withdrew Post Move In	Selected or Assigned Housing and Dining charges are prorated post move-in	

B. RETURNING STUDENT CANCELLATION POLICY
(If you PREVIOUSLY lived in UK Campus Housing and are applying to return)

Contract Cancellation While Still Enrolled			
Contract Term	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
Fall and Spring Contract			
	No later than March 31	\$0.00	
	April 1 – May 14	\$250	
	May 15 – June 30	\$750	
	July 1 – July 15	50% of Lowest Housing Facility & Dining Plan Rates for both Fall & Spring Semesters	
	July 16 – December 14	100% of **Selected or Assigned Housing Facility & Dining Plan Rates for Fall <u>AND</u> 50% of the Spring Semester for both Housing and Dining	
	December 15 – February 1	50% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester <u>PLUS</u> daily prorated charges post Spring Move In for both Housing and Dining	Fall charges still apply <u>UNLESS</u> Spring is waived by departmental scholarship substituted student
	AFTER February 1	100% of **Lowest Selected or Assigned Housing Facility Rate & Dining Plan Rates for Spring Semester	Fall charges still apply
<p>*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.”</p> <p>**If no room or dining plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply.</p>			

Spring Only Contract			
	No later than January 2	\$0.00	
	January 3 – 1 st Day of Spring Classes	30% of Lowest Housing Facility & Dining Plan Rates for Spring Semester <u>PLUS</u> daily prorated charge post move-in date for both Housing & Dining	

	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester <u>PLUS</u> daily prorated charge post move-in date for both Housing & Dining	
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Dining Plan Rates for Spring Semester	UNLESS Spring is waived by departmental scholarship substituted student
<p>*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or dining plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply.</p>			

Withdraw from OR Denied Admission to University or BCTC			
	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
	Withdrew Prior to Move In	\$0.00	All fees are refunded <u>except</u> \$50 non-refundable Application Fee
	Withdrew Post Move In	Selected or Assigned Housing and Dining charges are prorated post move-in	

MISCELLANEOUS

23. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. The University reserves the right to make assignments; reassignments in the interest of order, discipline, health, safety, security, consolidation, or assignments to temporary or overflow housing to achieve optimal utilization of University housing.

24. 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.

25. 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.

26. 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.

27. 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 [Housing and Dining Appeals Committee](#). These procedures shall be followed prior to you initiating any other legal proceedings.

28. 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 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.

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.