Terms & Agreement:

1. Parties

1.1. The BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the “University”), for and on behalf of the University of Nebraska-Kearney (“UNK”), hereby offers and agrees to provide residence incidental to educational services provided by UNK to the person named in this contract hereinafter referred to as Resident. Resident is individually responsible for fulfillment of all terms and conditions of the contract.

1.2. It is the policy of the University of Nebraska at Kearney not to discriminate against anyone based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation in its programs, activities, or employment. This policy is enforced by federal law. The University of Nebraska is an ADA (Americans with Disabilities Act) and equal opportunity/affirmative action institution.

2. Student Responsibility

2.1. This University reserves the right to determine, designate, change/or restrict the utilization of University housing managed facilities or areas within the facilities and grounds and to make or change student assignments and roommate assignments accordingly at any time.

2.2. The student must read all housing information provided before signing the Residence Hall Contract. If the student is under the age of 19 on the day the contract is signed, a parent or guardian must also read and acknowledge all housing information provided before signing the Residence Hall Contract. Typing in the parent/guardian’s name in the field on the Residence Hall Contract is required as well as entry of the student’s NUID. By signing the contract, the student or parent/guardian understands and is obligated to abide by the terms. A mailed letter will be sent to the student or parent/guardian’s address provided confirming the contract is acknowledged. If a
reply is not sent from the student’s parent/guardian to the Office of Residence Life by the specified date regarding any conflicts or disagreements with the terms, then it is inferred the contract is agreed upon.

2.3. The student is responsible for reading and abiding by all policies set forth by the University of Nebraska at Kearney and Residence Life Student Rights & Responsibilities, including but not limited to the Undergraduate and Graduate Catalog and the Student Code of Conduct.

3. On Campus Residency Policy

3.1. All full-time students under the age of 19 on the first day of class in the fall semester are required to live in University housing for the duration of the academic year. The Board of Regents and University of Nebraska at Kearney established the On Campus Residency Requirement, which serves important educational and developmental purposes. Students prosper in stable living environments that are close to academic resources and organized student activities that promote social interaction and exposure to new and diverse life experiences, and that afford supervision, counseling and other assistance as may be needed. On-campus residency provides unparalleled opportunities for multidimensional student development, and is part-and-parcel of the university's broad educational program. No student age 16 or under is allowed to reside in the residence halls without prior approval by the Housing Director.

3.2. LANDLORD TENANT ACT DOES NOT APPLY In accordance with Neb. Rev. Stat. §76-1408 (1) Reissue 1996, 2002 Cum. Supp. as amended, student is entering into this contract for a residence at an institution, which is incidental to the provision of educational services, and therefore, this contract is not subject to the Nebraska Uniform Residential Landlord and Tenant Act.

3.3. To apply for an exemption, one of the following conditions must be met:

3.3.1. The student is living in the Kearney or surrounding community with parent(s) or legal guardian(s), defined by UNK as no farther than thirty (30) miles from the Kearney campus address of: 905 West 25th Street, Kearney, NE 68849.

3.3.2. The student is married. A state issued certificate of marriage is required.

3.3.3. The student is pregnant or is the parent or legal custodial guardian of a child. A birth certificate or doctor’s note confirming the pregnancy is required.

3.3.4. Documentation establishing paternity or guardianship of the father.

3.3.5. The student will be living in the off campus facility Christian Student Fellowship (CSF), which approximates the educational advantages of residence hall living
and meets specified requirements. If a student chooses to cancel the Residence Hall Contract after the cancellation deadline of May 31, 2018, and choose to move into CSF, the cancellation terms will apply. See Section 6. Contract Cancellation.

3.4. Housing Exemption Process

3.4.1. An On-Campus Residency Exemption will only be granted after the appropriate forms have been obtained and completed with the required supporting documentation and turned into the Office of Residence Life. If a signed Residence Hall Contract is in place prior to the exemption being approved, the contract cancellation policy applies.

3.4.2. The **On-Campus Residency Exemption Form** is available from the Office of Residence Life or the website: [http://www.unk.edu/housing](http://www.unk.edu/housing). The documentation may be faxed to 308-865-8714, emailed to housing@unk.edu or returned to the Office of Residence Life in Conrad Hall.

3.4.3. Accepted documentation for proof of address of guardian includes a government issued picture ID with address (such as driver's license) and one additional document such as vehicle registration, property tax statement, or voter registration card. Additional documentation such as a copy of a birth certificate or proof of guardianship may be required.

3.4.4. Once all necessary documentation is provided, the Office of Residence Life will review the request within a minimum of two weeks.

3.4.5. The student will be notified if the request has been approved or denied, with a response to the student provided email address.

3.4.6. The student should wait to complete the Residence Hall Contract until they are notified of the decision regarding the status of the submission for exemption.

3.4.7. If the exemption is denied or the On-Campus Residency Exemption process is not complete, and the student chooses to live off campus as a full-time student under the age of 19 on the first day of class in the fall semester, room and board charges for the academic year will be assessed to the student account.

3.5. Students with Disabilities

3.5.1. UNK is committed to providing reasonable accommodation to students with disabilities in UNK residence halls. Students with disabilities who believe they need an accommodation should complete the Disability Housing Accommodation Request Form: [http://www.unk.edu/offices/academic_success/dss/_files/unk-disability-](http://www.unk.edu/offices/academic_success/dss/_files/unk-disability-).
housing-accommodation-request.pdf and contact the Office of Disability Services for Students (DSS) located in the Academic Success Office, 163 Memorial Student Affairs Building, 308-865-8214, unkdso@unk.edu. UNK will accept and consider requests for reasonable accommodation in residence halls at any time. Students with disabilities should submit the Disability Housing Accommodation Request Form a minimum of 60 Days prior to the desired move-in date.

3.5.2. UNK also recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act (FHA) that provide physical and/or emotional support to individuals with disabilities. UNK is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. UNK is also committed to allowing Assistance Animals necessary to provide individuals with disabilities and equal opportunity to use and enjoy University housing. Students may request to live with a Service or Assistance Animal by completing the Disability Housing Accommodation Request Form: http://www.unk.edu/offices/academic_success/dss/_files/unk-disability-housing-accommodation-request.pdf.

3.5.3. For more information on UNK’s reasonable accommodation policies please contact DSS or see http://www.unk.edu/offices/academic_success/dss/index.php.

4. Contract Period & Housing Eligibility

4.1. The Residence Hall Contract extends the entire academic year, fall and spring semesters. The student is financially obligated for applicable room, board, and other fees herein defined. This contract is legally binding for the entire academic year, and can only be cancelled as stipulated herein in Section 6. Contract Cancellation. Only full time enrolled students of the University of Nebraska at Kearney (and the University of Nebraska Medical Center, as applicable) are eligible for University housing.

4.2. Undergraduate students are considered “full time” when enrolled in 12 or more credit hours per semester. Graduate students are considered “full time” if they are enrolled in nine credit hours. Undergraduate students enrolled in 9-11 credit hours or graduate students enrolled in at least six credit hours, may be eligible to remain in University housing if full time status will be met the following semester. Graduate assistantships may be considered towards the nine credit hour requirement if students are enrolled in a minimum of six credit hours. An Eligibility Waiver Form must be completed online to be considered for an exception.
4.2.1. If a student falls below full time status the student must submit an *Eligibility Waiver Form* and be approved by the Office of Residence Life. The form must be submitted online via the University’s website: [http://www.unk.edu/housing](http://www.unk.edu/housing) with appropriate supporting documentation provided if requested.

4.2.2. Students enrolled in fewer than nine credit hours of undergraduate credit, or six credit hours of graduate credit, will not be eligible to remain in University housing.

4.2.3. *Short Term Student Housing* – may be available for academic purposes to students taking classes at the UNK campus for less than one semester. If approved by the Office of Residence Life, payment is made online in advance, and all responsibilities in 2.3 of the Residence Hall Contract apply.

4.3. Students who are dual enrolled with current credit hours at another recognized educational institution may be eligible for University housing. Proper documentation must be submitted for review showing full time combined status, and the online *Eligibility Waiver Form* must be completed with enrollment verification from the other institution provided.

4.4. Students may end their contract up to seven days prior to the Friday of Spring commencement without additional fees assessed. No refund will be issued for moving-out during this seven-day period.

4.5. Housing and Residence Life staff will conduct regular checks to make sure that these spaces are open. If the room is not deemed “move-in ready” and available to receive the new roommate, the occupant will be billed a $50 inconvenience fee. A student who refuses to prepare the room for a new roommate may be subject to other action, which could include being moved to another room or having the contract converted to a single room contract.

5. **No-Show**

5.1. Enrolled students not checked-in to their assigned room by 5:00 pm on the first day of classes will be designated as a no-show and will have their contract cancelled at that time with applicable room, board, and fees applied. No-shows who remain enrolled as students at UNK are required to comply with the On-Campus Residency Policy. Contract cancellation fees will apply if the student is enrolled full time.

6. **Contract Cancellation**

6.1. Residents must cancel their contract in writing to the Office of Residence Life at housing@unk.edu by May 31, 2018, to avoid the $500 cancellation fee (see below)
and additional charges. Residents must provide the following information to the Office of Residence Life in order to cancel their contract: first and last name, NUID, permanent mailing address, and phone number. If applying for a cancellation on or after June 1, 2018 and it meets one of the following circumstances, contact the Office of Residence Life at housing@unk.edu.

6.1.1. Cancellation fees are not assessed for the following circumstances: graduation in December, withdrawal from UNK, change in enrollment below full-time status, study abroad in an approved program, student teaching, academic internship, pregnancy, marriage, or military service requiring students to live outside the Kearney area. Proper documentation must be provided a minimum of five (5) business days in advance of the requested cancellation date.

6.2. **Cancellations made between June 1, 2018 and September 11, 2018, will be assessed a Room Cancellation Fee of $500 and 50% of the remaining fall semester’s room and board charges. Such fees will be assessed to the student account.**

6.3. **Cancellations made between September 12, 2018 through May 11, 2018, will be assessed a Room Cancellation Fee of $500 and 50% of the remaining fall AND spring semester’s room and board charges. Such fees will be assessed to the student account.**

6.4. Students completing the *Spring 2019 Residence Hall Application* have until November 30, 2018 to cancel in writing without incurring charges. Students who have signed a *Spring 2019 Residence Hall Application* and cancel the contract on or after December 1, 2018 will be assessed a Room Cancellation Fee of $500 and 50% of the remaining spring semester’s room and board charges. Such fees will be assessed to the student account.

6.5. The remaining room and board balance charged to the student account is determined at a prorated amount during the time of occupancy. Room and board accumulates at a daily rate from the contract start date through the day the resident completes the check-out process.

6.6. Students not returning for the spring semester are required to check out by the Friday of December Commencement. See **4. Contract Period & Housing Eligibility** for more details.

6.7. Upon approval of the contract cancellation request, students must contact their Residence Hall Coordinator for checkout requirements. If requirements are not met, a $50 improper checkout fee will be assessed in addition to other fees if applicable.
7. Application Fee

7.1. A non-refundable application fee of $50 (fifty dollars) for first time applicants must be received with the Residence Hall Contract before a housing assignment will be made.

8. Room & Board (Meal Plan) Rates

8.1. Room and board rates are available at www.unk.edu/housing. Students living in the residence halls are required to have a meal plan, unless specific exemption criteria is met.

8.1.1. For those students seeking a disability-related accommodation, please contact Disability Services for Students to accommodate special dietary needs. See Section 3.4. Students with Disabilities.

8.1.2. For those students seeking a religious accommodation, a Meal Plan Exemption for Religious Purposes form may be requested by contacting the Office of Residence Life. Please allow the Office of Residence Life a minimum of two weeks for the review process once all documentation is provided, and a decision will be provided to the student’s email account.

9. Residence Hall Fees

9.1. Social Fees: At the beginning of each term (Fall and Spring), students will be charged non-refundable fees totaling $15 (fifteen dollars) to their student account per semester. The fee is assessed per semester as follows:

9.1.1. Hall Social Fee: $5 (five dollars) - funds programs and activities for students within their hall.

9.1.2. Residence Hall Association (RHA): $5 (five dollars) - funds programming for all on campus students.

9.1.3. Managing the Environment through Students (METS): $5 (five dollars) - funds common area damages that occur in the hall. Money that remains in the fund at the end of the year will be used to purchase hall improvement items that benefit residents.

9.2. Laundry Fee: $50 (fifty dollars) per semester - funds unlimited use of washers and dryers.
9.2.1. If the Residence Hall Contract is cancelled, the laundry fee is refunded as follows, by the Friday of the:

<table>
<thead>
<tr>
<th>Week</th>
<th>Refund Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Week</td>
<td>100%</td>
<td>$50.00</td>
</tr>
<tr>
<td>2nd Week</td>
<td>75%</td>
<td>$37.50</td>
</tr>
<tr>
<td>3rd Week</td>
<td>50%</td>
<td>$25.00</td>
</tr>
<tr>
<td>4th Week</td>
<td>25%</td>
<td>$12.50</td>
</tr>
<tr>
<td>5th Week-on</td>
<td>0%</td>
<td>$0</td>
</tr>
</tbody>
</table>

10. Housing Assignments

10.1. The Office of Residence Life will attempt to honor, whenever possible, requests for particular accommodations. Residence Life reserves the right to assign roommates, to change room or hall assignments, and/or to consolidate vacancies by requiring residents to move from one assignment to another.

10.1.1. If a student’s roommate leaves during the semester, the student will be contacted by hall staff to review the choices available to the student, which may include having a new roommate assigned to the student’s residence hall room. After that time, a roommate may be assigned with 24 hours’ notice (if possible) to allow the student time to prepare to receive a new roommate.

10.1.2. The Office of Residence Life will conduct regular checks to make sure that these spaces are open. If the room is not deemed “move-in ready” and available to receive the new roommate, the occupant will be billed a $50 inconvenience fee. A student who refuses to prepare the room for a new roommate may be subject to other action, which could include being moved to another room or having the contract converted to a single room contract.

10.2. It is the policy at the University of Nebraska at Kearney that residents will have access to a housing option consistent with their gender identity. Generally, residents will have access to an assignment with persons of the same gender as identified in their official student record. Upon request, residents who have a gender identity that is different from the sex indicated within their student record can access a housing assignment consistent with their gender identity. While completing a housing assignment, a student may find that the housing option available on the MyBLUE account’s Housing portal is not consistent with their gender identity. If this occurs, please email the Office of Residence Life at housing@unk.edu or call 308-865-8519 so that we can discuss a suitable room assignment.

10.3. The Office of Residence Life gives priority to returning residents for room assignments and students participating in Living Learning Communities.
11. Room Changes

11.1. All room change requests will be considered on an individual basis. The Office of Residence Life will not consider requests based on protected status such as race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. Please see UNK’s Non-discrimination Statement for more information about UNK’s commitment to inclusion: www.unk.edu/about/compliance/aaeo/policies/nondiscrimination_statement.php.

11.2. Typically, students may request to change rooms after the first two weeks of the fall and spring semester. Opportunities to change rooms may be limited throughout the year.

11.3. It may become necessary to assign students to a temporary room. If a student is assigned to a temporary room, the Office of Residence Life will notify the student as soon as possible.

12. Occupancy

12.1. Rooms may be occupied only by the students to whom they are assigned. The Residence Hall Contract is not transferable to another individual or party. A student’s ID card, keys, or fob, which allow access to the residence hall or individual student room, are issued to the room occupant only and may not be transferred or loaned to another individual.

13. Housing During Academic Breaks

13.1. All halls will remain open for Fall, Thanksgiving, and Spring Breaks.

13.2. During Winter Break, only Antelope, CTE, CTW, Nester North, Nester South, Mantor, and Randall Halls will remain open for those residents. Men’s, URN, and URS residence halls are closed during Winter Break.

13.3. During break periods, food service is limited or may not be provided. Information is posted online and in dining service locations.

13.4. A student must be permanently assigned to one of the halls identified in Section 13.2 as open during Winter Break for a guarantee of accommodations during Winter Break. Centennial Towers East and West, Antelope, Nester North, Nester South, Mantor, and Randall have fees for Winter Break built into the rate.
14. **Damages and Lost Keys**

14.1. Students are responsible for loss of/damages to University property and will be assessed accordingly.

15. **Animals**

15.1. Only non-carnivorous fish are permitted in the residence halls. The maximum aquarium size is 10 gallons, one per student.

15.2. It is the policy of the University that residents are generally prohibited from having animals of any type in University housing, except for an approved Service Animal or Assistance Animal as defined by the *Section 3.4 Students with Disabilities*.

16. **Liability**

16.1. The resident agrees to defend, indemnify and hold harmless the Board of Regents of the University of Nebraska, the University of Nebraska at Kearney, and their officers, employees, and agents from any and all liability, including claims, demands, costs, damages and expenses of every kind and description (including death) or damages to persons or property belonging to the resident, including property which may be lost, stolen or damaged in any way, wherever that may occur on the premises, including storage facilities. The resident agrees to hold harmless the Board of Regents of the University of Nebraska, the University of Nebraska at Kearney, and their officers, employees, and agents from and to indemnify them for any claims for damages sustained by the student or others in his/her room as a result of his/her acts or omissions, or relating to any changes made by the student to his/her room.

16.2. Students are encouraged to contract for personal property insurance coverage, as the University will not be responsible for loss or damage to personal property kept on University property.

17. **Maintenance**

17.1. Furnishings will be provided and must be used for the intended purpose. Furniture must remain in the assigned room.

17.2. Students are responsible for reporting any maintenance concerns by completing an online work Facilities request. Emergencies should be reported immediately to a hall staff member.

17.3. A thorough inspection of residence halls has been completed to determine if there is presence of asbestos and lead paint materials. These materials are safe when left
undisturbed and it is the residents’ responsibility to complete a work request online if at any time a room or living area within the hall is in need of attention.

18. **Room Entry**

18.1. The University reserves the right to enter a student room for the purpose of inspecting the premises when an authorized agent of UNK has reason to believe the following:

18.1.1. Housekeeping, maintenance or repair may be necessary

18.1.2. Health or safety concern

18.1.3. Damage is or has been done to University property

18.1.4. University policy violations, subsequent notices, or local, state, or federal law is being violated

18.2. The above list is not exhaustive, and there may be other circumstances that warrant room entry, as determined by UNK in its sole discretion.

18.3. Please note that the Nebraska Uniform Residential Landlord and Tenant Act does not apply to a Residence Hall Contract through the University of Nebraska at Kearney. As stated in Neb. Rev. Stat. 76-1408(1) (Reissue 1996, 2002 Cum. Supp.), as amended, the student is entering into this contract for a residence at an institution, which is incidental to the provision of education services.

19. **Termination of Contract by UNK**

19.1. UNK reserves the right to terminate the Residence Hall Contract if any one of the following applies to the student:

19.1.1. Is no longer enrolled as a full-time student

19.1.2. Fails to claim the assigned room space before 5:00 pm on the first day of classes each semester

19.1.3. Fails to attend class for 14 (fourteen) consecutive calendar days, without the consent of an authorized agent of UNK

19.1.4. The behavior of the student is deemed not acceptable in accordance with University policies and group living community standards

19.1.5. Fails to maintain the room space assigned in a reasonable state of sanitation and neatness
19.1.6. Willfully violates any policy or procedure as prescribed in the Residence Hall Contract

19.1.7. Willfully fails to admit an officer/agent of the University for reasonable inspection or fails to comply with directions issued by an agent/officer of the University

19.1.8. Is involved in tampering with fire protection systems

19.1.9. Possesses a firearm or other weapon on University property

19.1.10. Is involved in assault or bodily harm to another

19.1.11. Is involved in the use, manufacture, possession, and/or sale of drugs on University property

19.1.12. Is involved in theft or possession of stolen property

19.2. Upon notice to the student, the Office of Residence Life may terminate the Residence Hall Contract for any breach of contract by the student. The student will vacate the room within 24 (twenty-four) hours and pay all associated University charges and/or damages. Any student whose contract has been terminated for policy violations will be held responsible for full payment of the contract.

19.3. The University may temporarily suspend this contract without notice in the event of a situation which would make continued operation of residence halls and dining service unfeasible.

20. Changes and Corrections

20.1. The University has made every reasonable attempt to make sure information contained herein is accurate at time of publication. However, the University reserves the right to make corrections as necessary. Also, because the Office of Residence Life tries to respond quickly to student concerns and to facilitate the best possible housing program, the University reserves the right to make changes in operations as needed. By way of example, such changes may include, but are not limited to the following: location and availability of certain special interest housing, changes in dining service hours, and changes in location of break housing halls. Every effort will be made to provide students with notice.
21. Agreement

I have read the Residence Hall Contract and understand that by completing this contract I am agreeing to abide by all stated terms and conditions. I guarantee payment of this contract and understand this is binding for the 2018-2019 Academic Year. I understand that cancelling this contract on or after June 1, 2018 will result in a $500 cancellation fee and 50% of the remaining semester(s) room and board charges, as set forth above, will be assessed to my student account. I understand I have until May 31, 2018 to cancel this contract in writing without any fees applied to my student account.

housing@unk.edu | 308-865-8519 | unk.edu/housing