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 Housing Contract. If the student is under the age of 18 on the day the contract is signed, a parent or guardian must also read and acknowledge all housing information provided before signing the Housing Contract. Typing in the parent/guardian’s name in the field on the Housing 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 any and all policies set forth by the University of Nebraska at Kearney and the UNK Office of Residence Life, including but not limited to the UNK Undergraduate and Graduate Catalog, the UNK Code of Conduct, and the UNK Student Handbook.
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.

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

3.2.1. The student is living in the Kearney 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.
3.2.2. The student is married. A state issued certificate of marriage is required.
3.2.3. The student is pregnant or expecting a baby or is the parent or legal custodial guardian of a child. A birth certificate or Doctor's note confirming the pregnancy is required. Documentation establishing paternity for the father must be provided with the exemption request.
3.2.4. 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 contract with University housing after the cancellation deadline of May 31, 2017, and moves into at CSF, the cancellation terms still apply. See Section 6. **Contract Cancellation**.

3.3. **Housing Exemption Process**

3.3.1. 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 Housing Contract is in place prior to the exemption being approved, the contract cancellation policy applies.
3.3.2. The **On-Campus Residency Exemption Form** can be obtained from the Office of Residence Life or downloaded from the University’s 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 dropped off at the Office of Residence Life in Conrad Hall. Accepted documentation for proof of address of guardian include: a government issued picture ID with address such as driver's license and one additional document such as vehicle registration, property tax statement, voter registration card, or utility bill. Additional documentation such as a copy of a birth certificate or proof of guardianship may be required.
3.3.3. The **On-Campus Residency Exemption Form** will be reviewed by 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.
3.3.4. The student will then be notified if the housing exemption request has been approved or denied via the student provided email address.
3.3.5. The student should wait to complete the University Housing Contract until he/she is notified of the decision regarding the status of the submission for exemption.
3.3.6. If the exemption is denied or the On-Campus Residency Exemption process is not completed, 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.

3.4. Students with Disabilities

3.4.1. 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-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 sixty (60) days prior to the desired move-in date.

3.4.2. 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 an 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

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

4. Contract Period and 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 9 credit hours. Undergraduate students enrolled in 9-11 credit hours or graduate students enrolled in at least 6 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 9 credit hour requirement if students are enrolled in a minimum of 6 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 and provide appropriate supporting documentation if needed. The documentation may be faxed to 308-865-8714, emailed to housing@unk.edu, or dropped off to the Office of Residence Life in Conrad Hall.

4.2.2. Students enrolled in fewer than 9 credit hours of undergraduate credit, or 6 credit hours of graduate credit, will not be eligible to remain in University housing.

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 (7) days prior to the Friday of Spring commencement without additional fees assessed. No refund will be issued for moving-out during this 7-day time period.

5. **No Shows**

5.1. Any enrolled students not checked-in to their assigned room by 5:00 pm on the first day of classes shall be considered a no-show and will have their contract canceled at that time with applicable room, board, and fees applied. An official notification of the delay of the student’s arrival will be accepted if emailed to housing@unk.edu prior to 5:00 pm on the first day of classes. No-shows who remain enrolled as students at UNK are required to be in compliance with the On-Campus Residency Policy.

6. **Contract Cancellation**

6.1. Residents must cancel their contract in writing or via email to the Office of Residence Life at housing@unk.edu, by May 31, 2017, 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: full name, NUID, permanent mailing address, and phone number. If applying for a cancellation on June 1 or after that meets one of the following conditions, contact the Office of Residence Life in writing to housing@unk.edu.

6.1.1. The Housing Contract may be ended without a cancellation fees under the following circumstances: the student graduating, withdrawing from school, dropping below full-time status, studying abroad (in an approved program), performing a student teaching/academic internship, confirmed pregnancy of the student or proof of paternity, 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, 2017 and September 11, 2017, will be assessed a Room Cancellation Fee of $500 and 50% of the remaining fall semester’s room and board charges. Such fees and charges will be assessed to the student account.**

6.3. **Cancellations made between September 12, 2017 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 and charges will be assessed to the student account.**
6.4. Students completing the *2018 Spring Semester Application* have until November 30, 2017 to cancel in writing without incurring charges. Students who have signed a *2018 Spring Semester Application* and cancel the contract on or after December 1, 2017 will be assessed a Room Cancellation Fee of $500 and 50% of the remaining spring semester’s room and board charges. Such fees and charges will be assessed to the student account.

6.5. The 50% of 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 Commencement in December. See 4. *Contract Period & Housing Eligibility* for more details.

6.7. Upon approval of the contract cancellation from the Office of Residence Life, students should contact their hall staff for coordination of the check-out requirements which includes: scheduling and attending a check-out appointment, reviewing room inventory, and return of keys as applicable. If procedures are not followed or the room is not left in an acceptable condition, a $50 improper check out fee is assessed to the student’s account in addition to potential cleaning, replacement key charges, and/or room damage charges if applicable.

7. **Application Fee**

7.1. A non-refundable, one-time application fee of $50 for first time applicants must be received with the Housing Contract before a housing assignment can be made. The application fee is processed online via the student housing portal accessed through the student’s MyBlue account.

8. **Room & Board (Meal Plan) Rates**

8.1. Room and Board Rates are available on the website: http://www.unk.edu/housing

With limited exceptions, students living in the residence halls are required to have a meal plan.

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 to their student account per semester. The fee is assessed per semester as follows:
9.1.1. Hall Social Fee: $5 - funds programs and activities for students within their hall.
9.1.2. Residence Hall Association (RHA): $5 - funds programming for all on campus students.
9.1.3. Managing the Environment through Students (METS): $5 - 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 per semester funds unlimited use of washers and dryers.

9.2.1. If the Housing Contract is cancelled, the refunds for laundry are pro-rated as follows: within first week 100%, second week 75%, third week 50%, fourth week 25%, after the fourth week no laundry fee refund is given.

10. Housing Assignments

10.1. The University will attempt to honor, whenever possible, requests for particular accommodations. The University 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.

10.2. It is the policy at the University of Nebraska-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 Housing Office at housing@unk.edu or call us at 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 academic themed communities.

10.4. The Office of Residence Life reserves the right to reassign a student's room or hall at any time.

11. Room Changes

11.1. All room change requests will be considered on a case by case basis. The Office of Residence Life will not request any student to be moved out of a designated room because of one’s discomfort with a roommate's 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: http://www.unk.edu/offices/human_resources/aaeo/policies/nondiscrimination_statement.php

11.2. Students may request to change rooms after the first two weeks of the fall and spring semester. Opportunities to change rooms may be limited or closed throughout the year.

11.3. If circumstances warrant, it may become necessary to assign students to a temporary assignment. As space becomes available, students will be reassigned. If a student is assigned
to a temporary arrangement, the Office of Residence Life will notify the student before arrival on campus.

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.

12.2. If space permits, single rooms may be available for students at a higher room rate per semester.

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 students residing in those halls. Men's, URN and URS residence halls will be closed during Winter Break.

13.3. During break periods food service is limited or may not be provided.

13.4. A student must be permanently assigned to a break hall for a guarantee of accommodations during Winter Break. There is an additional charge per semester to occupy a break housing hall that is included in the room rate.

14. **Damages and Lost Keys**

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

15. **Pets**

15.1. Only non-dangerous fish are permitted in the residence halls; all other animals are prohibited except as approved as Service or Assistance Animals. See Section 3.4 Students with Disabilities. The maximum aquarium size is 10 (ten) gallons, one (1) per student. The cost of pest control and cleaning will be assessed to the student(s) responsible if this policy is violated.

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 their intended purpose. Furniture must remain in the assigned room.

17.2. Students are responsible for reporting any maintenance concerns by completing a work order online to UNK Facilities within 24 hours. 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 order online if at any time a room or living area within the hall is in need of attention or is cause for concern.

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 being done to University property;
   18.1.4. University policy, as stated in the UNK Undergraduate and Graduate Catalog, the UNK Code of Conduct, and/or the UNK Student Handbook, and 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 which 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 housing contract through the University of Nebraska. 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 Housing 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 fourteen (14) 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 Housing Contract, contract terms or University publications;
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 Housing Contract for any breach of contract by the student. The student will vacate the room within 24 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 2017-2018 Academic Year. I understand that cancelling this contract on June 1st, 2017 or after will result in a $500 cancellation fee and 50% of the remaining semester(s) room and board charges, as set forth above, which will be assessed to my student account. I understand I have until May 31, 2017 to cancel this contract in writing without any fees applied to my student account.

Office of Residence Life | University of Nebraska at Kearney