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, age, color, disability, religion, sex, sexual orientation, national or ethnic origin, marital status or veteran status. 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. No reply by the specified date infers 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, the Office of Residence Life, the UNK Undergraduate and Graduate Catalog, the UNK Code of Conduct, the UNK Student Planner (with Student Handbook Excerpt and references) and any subsequent written notices.
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. University Heights Apartments are an available option for family housing.

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. University Heights Apartments are an available option for family housing.

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 to live at CSF, the cancellation terms still apply.

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/offices/reslife/how-to-apply.php](http://www.unk.edu/offices/reslife/how-to-apply.php). 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, utility bill, or canceled check. Additional documentation such as a copy of a birth certificate or proof of guardianship will be required if the student has a different last name than the parent/guardian listed.
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](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. However, students with disabilities should submit the Disability Housing Accommodation Request Form a minimum of 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](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 see [http://www.unk.edu/offices/academic_success/dss/index.php](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.** In general, 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. “Full time” enrolled students mean those enrolled in 12 or more credit hours per semester. Notwithstanding the foregoing, undergraduate students enrolled in 9-11 credit hours may be eligible to remain in University housing if full time status will be met the following semester. A Housing Eligibility Waiver Form must be completed online to be considered for this exception.

4.1.1. If a student falls below full time status the student must submit a Housing Eligibility Waiver Form and be approved by the Office of Residence Life. The form may be obtained online or downloaded from the University's website: http://www.unk.edu/offices/reslife/Forms1/eligibility-waiver-form.php, and must be completed with the appropriate supporting documentation. 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.

4.1.2. Graduate students are considered “full time” if they are enrolled in 9 credit hours. Graduate assistantships may be considered towards the 9 credit hour requirement if students are enrolled in a minimum of 6 credit hours. The Housing Eligibility Waiver Form must be completed online to be considered for this exception.

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

4.2. 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 Housing Eligibility Waiver Form must be completed with enrollment verification from the other institution.

4.3. Students may end their contract up to 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, 2016, 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, 2016 and September 12, 2016, will be assessed a Room Cancellation Fee of $500 and 50% of the remaining fall semester’s room and board charges. Such Fee and charges will be assessed to the student account.**

6.3. **Cancellations made between September 13, 2016 through May 6, 2017, will be assessed a Room Cancellation Fee of $500 and 50% of the remaining fall AND spring semester's room and board charges. Such Fee and charges will be assessed to the student account.**

6.4. Students completing the [2017 Spring Semester Application](#) have until November 30, 2016 to cancel in writing without incurring charges. Students who have signed a [2017 Spring Semester Application](#) and cancel the contract on or after December 1, 2016 will be assessed a Room Cancellation Fee of $500 and 50% of the remaining spring semester’s room and board charges. Such Fee 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 4.3 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 Director 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 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/offices/reslife/how-to-apply.php.

8.2. Students living in the residence halls are required to have a meal plan. Please contact Disability Services for Students to accommodate special dietary needs. See Section 3.3. Students with Disabilities.

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 Office of Residence Life gives priority to returning residents for room assignments.

10.2. Assignments for new and returning students: Students are initially offered the opportunity to self-select both their roommate and their residence hall and room. Assignments after the specified date are assigned according to the date the Housing Contract is signed, hall preference, and personality profile questions.

10.2.1. Learning communities, such as the Honors Program and the Thompson Scholar Learning Community, may designate student assignments based on student eligibility and/or scholarship received. Due to the timing of their selection process, the roommate and residence hall/room may be reassigned upon notification of a scholarship award.

10.3. The Office of Residence Life reserves the right to reassign a student’s room or hall at any time if needed.

10.3.1. If Residence Life assigns a student’s room or changes a student’s room assignment, he/she will receive written notification.
10.4. New students starting in the Spring semester will receive written notification of their room assignment in December.

10.5. Assignment information will generally include: residence hall, room number, room status (double, single, etc.), residence hall mailing address, and roommate contact information (including name, phone number, and their mailing address if provided).

11. Single Room Spaces

11.1. If space permits, single rooms may be available for second year students at a higher room rate per semester. Antelope and Nester Halls are designed as single bedroom living spaces and are assigned to second year students or older only.

11.2. Traditional first year students will be assigned as double occupants.

12. Room Changes

12.1. Students may request to change rooms after the first two weeks of the fall and spring semester and any time thereafter, and must have prior approval from the Hall Director(s) or Complex Director(s) involved. All room changes will cease two weeks before the end of the fall and spring semester.

12.2. Students who are assigned to a double room and have a roommate move out may do one of the following: be assigned a new roommate, be reassigned to another room, request a single room space (if permitted) for an additional charge, or be reassigned to a different residence hall.

12.3. By federal law and University policy, room assignments cannot be made or changed on the basis of race, color, religion, disability, national or ethnic origin, or sexual orientation.

13. Temporary Rooms

13.1. If circumstances warrant, it may become necessary to assign students to "temporary rooms". (For example, a temporary designated triple room* or a larger room). As soon as space becomes available, students are assigned as a double occupant. If a student is assigned to a temporary arrangement, the Office of Residence Life will notify the student before arrival on campus.

13.1.1. * There are four rooms in Men’s Hall that are permanently designated as triple occupancy rooms, and may be assigned three occupants.

13.2. If occupancy demands a third person be assigned to a room, the last person assigned to that room will be designated as the Temporary Assignee. The Office of Residence Life will require the student designated as the Temporary Assignee (last person assigned, first person out) to move once a permanent space becomes available.

14. Occupancy & Guest Policy

14.1. 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.

15. Housing During Academic Breaks

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

15.2. 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.

15.3. For UNK Dining Services hours of operation during break periods refer to their website www.dineoncampus.com/UNKearney/, as food service is limited or may not be provided.

15.4. 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.

15.5. If the student cancels the Housing Contract after Winter Break has begun and prior to the start of Spring Semester, housing fees for days used within the Winter Break will apply. In addition to contract cancellation fees, future room and board is assessed if the student is still a full-time student at UNK.

16. Damages and Lost Keys

16.1. Students are responsible for loss/damages to University property and will be assessed accordingly. For a list of applicable charges, refer to the Residence Life policies link: unkcms.unk.edu/offices/reslife/Terms_%20of_Current_Housing_Contract.php.

17. Pets

17.1. 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 gallons, one per student. The cost of pest control and cleaning will be assessed to the student(s) responsible if this policy is violated.

18. Liability

18.1. 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 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.
18.2. 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.

19. Maintenance

19.1. Furnishings will be provided and must be used for its intended purpose.

19.2. 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 an RA or to the Residence Life staff member on duty at 308-440-3547.

19.3. 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.

20. Room Entry

20.1. 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:
   20.1.1. Housekeeping, maintenance or repair may be necessary;
   20.1.2. Health or safety concern;
   20.1.3. Damage is being done to University property;
   20.1.4. University policy, as stated in the University Catalogue, Student Code of Conduct, Office of Residence Life Handbook, and subsequent notices, or local, state, or federal law, is being violated.

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

20.3. Please note that the Nebraska Uniform Residential Landlord and Tenant Act does not apply to 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, and therefore, this contract is not subject to the Nebraska Uniform Residential Landlord and Tenant Act.

21. Termination of Contract by UNK

21.1. UNK reserves the right to terminate the Housing Contract if any one of the following applies to the student:
   21.1.1. Is no longer enrolled as a full-time student;
   21.1.2. Fails to claim the assigned room space before 5:00 pm on the first day of classes each semester;
   21.1.3. Fails to attend class for 14 consecutive calendar days, without the consent of an authorized agent of UNK;
   21.1.4. The behavior of the student is deemed not acceptable in accordance with University policies and group living community standards;
   21.1.5. Fails to maintain the room space assigned in a reasonable state of sanitation and neatness;
   21.1.6. Willfully violates any policy or procedure as prescribed in the Housing Contract, contract terms or University publications;
21.1.7. 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;
21.1.8. Is involved in tampering with fire protection systems;
21.1.9. Possesses a firearm or other weapon on University property;
21.1.10. Is involved in assault or bodily harm to another;
21.1.11. Is involved in the use, manufacture, possession, and/or sale of drugs on University property;
21.1.12. Is involved in theft or possession of stolen property.

21.2. 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.

21.3. 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.

22. Changes and Corrections

22.1. 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.

23. 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 2016-2017 Academic Year. I understand that cancelling this contract on June 1st, 2016 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, 2016 to cancel this contract in writing without any fees applied to my student account.

Office of Residence Life
University of Nebraska at Kearney
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