



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

Summer 2024 Residence Hall Contract

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. Resident 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. It is the resident’s responsibility to read this Residence Hall Contract in its entirety and is obligated to abide by the contract terms.
- 2.3. The resident is responsible for reading abiding by all policies set forth by the University of Nebraska at Kearney, the Office of Residence Life, and all Policy and Procedures including but not limited to the Undergraduate and Graduate Catalog and the Student Code of Conduct.
- 2.4. If the resident is under the age of 19 on the day the contract is signed, a parent or guardian must also read and acknowledge the terms of 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 resident’s name and NUID. By signing the contract, the resident, or parent/guardian if applicable, understands and is obligated to abide by the terms. An email will be sent to the resident’s parent/guardian address provided confirming the contract is acknowledged. If a reply is not received from the resident’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.

3. Residents with Disabilities

- 3.1. UNK is committed to providing reasonable accommodation to residents with disabilities in UNK residence halls. Residents with disabilities who believe they need an accommodation should complete the Disability

Housing Accommodation Request Form: <https://www.unk.edu/dss> 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 accommodations in the residence halls at any time. Residents with disabilities should submit the Disability Housing Accommodation Request Form a minimum of 60 days prior to the desired move-in date.

- 3.2. 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. Residents may request to live with a Service or Assistance Animal by completing the Disability Housing Accommodation Request Form: <https://www.unk.edu/dss>.
- 3.3. For more information on UNK's reasonable accommodation policies please contact DSS or see <https://www.unk.edu/dss>.

4. Contract Period

- 4.1. The Summer Housing Contract is in effect from May 17, 2024, to August 11, 2024. The resident is financially obligated for applicable room, board, and other fees herein defined.
- 4.2. On Friday, August 11th, all summer housing residents will relocate to their Fall semester assignment. If the resident does not have a contract for the Fall semester, they are required to move off campus or into specified guest housing. This move-over date is subject to change and residents will be notified of moving requirements.
 - 4.2.1. Residents must be present on Friday, August 11th to move out of their summer assignment into their fall assignment or make arrangements to move their belongings off-campus prior to this date. Failure to do so will result in belongings being removed by UNK designated personnel at the resident’s expense.
- 4.3. If the resident ends their summer contract prior to August 11th, they may not check into their fall assignment until Friday, August 23rd.

5. Housing Eligibility

- 5.1. Only returning residents enrolled in summer semester classes or enrolled for fall classes at the University of Nebraska at Kearney or the University of Nebraska Medical Center are eligible for summer University housing.
- 5.2. Students must be enrolled in the third summer session to be allowed to check into summer housing after July 1st. After July 1st, students not enrolled in the third session will not be allowed to check into on-campus housing until Fall opening.

6. No-Shows

- 6.1. Enrolled residents 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 unless otherwise arranged with Residence Life.

7. Contract Cancellation

- 7.1. Residents may cancel their summer housing contract at any point during the summer. To cancel a contract, the student must complete the Housing Cancellation Form located in the Campus Housing Portal (*MyBLUE > Tools > Campus Housing*) 1-week prior to their move out date.
- 7.2. The resident will complete the Express Check out Process. If procedures are not followed, a \$50 (fifty) dollar improper check out fee is assessed to the student's account. The housing cancellation fee does not apply during the summer semester.

8. Application Fee

- 8.1. 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.

9. Room & Board (Meal Plan) Rates

- 9.1. Room and Board Rates are available on the website: www.unk.edu/housing.
- 9.2. Students living in the residence halls during the summer semester are not required to have a meal plan. Students that would like a meal plan must select the weekly meal plan via their Summer Housing Application.
- 9.3. Meal options are subject to change throughout the summer based upon student population on campus. Notice of holiday closures will be provided in advance.
- 9.4. Room and board will be billed to the student account, prior to the student check in for the entire summer term. A refund will be issued based on the day of check-out if prior to the end of the term. There are two options for payment of summer room and meal plans:
 - 9.4.1. The student will be required to pay the bill in full by June 3rd, or a late fee will be assessed based on the remaining balance due.
 - 9.4.2. The student may enroll in the Loper Payment Plan. The total amount due is divided into three parts with the 1st payment due upon enrollment, 2nd payment deducted on June 20th, final payment deducted on July 20th. The Loper Payment Plan requires a \$20 enrollment fee and payments are automatically deducted from your bank account. For full details, visit: unk.edu > Student Accounts > Payment Options.

10. Residence Hall Fees

- 10.1. Students will be charged non-refundable fees totaling \$10 (ten) dollars to their student account. The fee is assessed for the summer semester are as follows:
 - 10.1.1. Hall Social Fee: \$5 - funds programs and activities for students within their hall.
 - 10.1.2. 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.

11. Housing Assignments

- 11.1. Assignments for residents are assigned according to the date the Housing Contract is signed, hall preference, and roommate preference in conjunction with personality profile questions. The Office of Residence Life reserves the right to reassign student's room space if needed.

12. Room Changes

- 12.1. 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: <https://www.unk.edu/about/compliance/discrimination-and-harassment/index.php>.

13. Occupancy & Guest Policy

- 13.1. 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 and keys 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.
- 13.2. Guests and non-contract holders are not authorized to use laundry facilities or kitchen areas. Guests must be accompanied by a resident at all times.

14. Damages and Lost Keys

- 14.1. Residents are responsible for loss of/damages to University property and will be assessed accordingly. Refer to the Residence Life Information & Policies Handbook for additional details.
- 14.2. **Federal Aid Permission:** By signing the contract, the student is giving the University of Nebraska Kearney permission to charge any room damages to federal aid.

15. Animals

- 15.1. Only non-dangerous fish are permitted in the residence halls. The maximum aquarium size is 10 gallons, one per resident.
- 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. **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 request form. Emergencies should be reported immediately to a hall staff member or by calling the Residence Life staff member on duty at 308-233-2485.
- 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 needs 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. Non-compliance with smoking, vaping policy
 - 18.1.4. Damage is or has been done to University property
 - 18.1.5. 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 for the summer or fall semester (reference 4.1)
 - 19.1.2. Fails to claim the assigned room space before 5:00 pm on the estimated check-in day
 - 19.1.3. The behavior of the student is deemed not acceptable in accordance with University policies and University of Nebraska Code of Conduct.
 - 19.1.4. Fails to maintain the room space assigned in a reasonable state of sanitation and neatness
 - 19.1.5. Found in violation of the UNK Student Code of Conduct
 - 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 must 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 the 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 Summer 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 2024 Summer term.



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