

365 Contract | Academic Year 2023-2024

unk.edu/housing | 308.865.8519 | housing@unk.edu



May 19, 2023 – May 17, 2024

1. Parties

- 1.1. The BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the “University”), for and on behalf of the University of Nebraska at 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 assignments or restrict the utilization of University housing managed facilities or areas within the facilities.
- 2.2. It is the resident’s responsibility to read this Residence Hall Contract in entirety and is obligated to abide by the contract terms.
- 2.3. The resident is responsible for reading and abiding by all policies set forth by the University of Nebraska at Kearney and Residence Life Information and Policy Handbook, 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. A mailed letter will be sent to the resident or parent/guardian’s address provided confirming the contract is acknowledged. If a reply is not sent 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. On Campus Living Requirement

- 3.1. All full-time residents under the age of 19 on the first day of class in the fall semester are required to live in University housing for one academic year. The Board of Regents and University of Nebraska at Kearney established the On Campus Living Requirement, which serves important educational and developmental purposes. Students prosper in stable living environments that are close to academic resources and organized resident 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 person age 16 or under is allowed to reside in the residence halls without prior approval by the Director of Residence Life.
- 3.2. **An On-Campus Living – Exemption Application** must be completed in full and approved for one of the following reasons: 1. Local Residency 2. Married Student 3. Student is a Parent 4. Designated Off Campus Housing 5. Disability or Medical Condition Accommodation made through UNK's Disability Support for Students Office. To view the full **On Campus Living Requirement Policy** and application, visit <https://www.unk.edu/offices/reslife/housing-policies-procedures.php>.
- 3.3. **Residents with Disabilities**
 - 3.3.1. 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, unkds0@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.
 - 3.3.2. 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>.
 - 3.3.3. For more information on UNK's reasonable accommodation policies please contact DSS or see <https://www.unk.edu/dss>.
 - 3.3.4. The Landlord TENANT ACT DOES NOT APPLY In accordance with Neb. Rev. Stat. §76-1408 (1) Reissue 1996, 2002 Cum. Supp. as amended, resident 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.

4. Contract Period & Housing Eligibility

- 4.1. **The Residence Hall 365 Contract extends from May 2023 through May 2024, (fall, spring and summer semesters).** Residents who sign a Residence Hall 365 contract, must be returning students. Residents with a 365 Residence Hall Contract will only be able to reside in a limited number of spaces in upper-class student designated housing (Antelope Hall, Nester Halls, and FSL housing). The resident is financially obligated for applicable room, board, and other fees herein defined. The January three week session will be considered part of the spring semester. 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 for the fall and spring semesters of the University of Nebraska at Kearney (and the University of Nebraska Medical Center, as applicable) are eligible for university housing.
- 4.2. Undergraduate residents are considered “full time” when enrolled in 12 or more credit hours per semester. Graduate residents are considered “full time” if they are enrolled in nine credit hours. Undergraduate residents enrolled in 9 to 11 credit hours or graduate residents 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 residents are enrolled in a minimum of six credit hours.
 - 4.2.1. Residence Life will contact residents if they have fallen below the required credit hour enrollment. Residents may request to reside on campus for one semester when enrolled below 12 credit hours. This section does not apply to students who have been approved for reduced course load by Disability Support Services.
 - 4.2.2. Residents 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, with notification to schedule a check-out by the established deadline when approved by the Director of Residence Life.

Short Term Resident Housing – may be available for academic purposes to residents 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. Residents who are dual enrolled with current credit hours at another recognized educational institution may be eligible for university housing. Proper documentation must be emailed to housing@unk.edu to review full-time combined enrollment status.
- 4.4. The Residence Hall Contract is considered completed in full seven days prior to the Friday of Spring Commencement and students may vacate their room without any cancellation fees.

5. No-Shows

- 5.1. Enrolled residents not checked-in to their assigned room by 5:00 pm on May 31st, 2023 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. No-shows who remain enrolled as residents at UNK are required to comply with the On-Campus Living Requirement. Contract cancellation fees will apply if the resident is enrolled full time.

6. Contract Cancellation

- 6.1. Residents must cancel their contract by submitting the UNK Housing Contract Cancellation Form found in the Campus Housing Portal, located in MyBLUE by May 31, 2023 to avoid the cancellation fee (see below) and additional charges. If applying for a cancellation on or after June 1, 2023, 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 residents 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 for the fall and spring semesters made between June 1, 2023, and September 20, 2023, 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 for Fall and spring semesters made between September 21, 2023, through May 13, 2024, 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. **No refunds will be assessed for summer housing costs that occur over the summer session. The cancellation fees above will be in addition to the cost of summer housing.**
- 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 accumulate at a daily rate from the contract start date through the day the resident completes the check-out process.
- 6.6. Residents not returning for the spring semester are required to check out by the Friday of December Commencement. Residents that have not vacated their room by this date will incur a per day cost of occupying their room until they have vacated. **See 4. Contract Period & Housing Eligibility** for more details.
- 6.7. Upon approval of the contract cancellation request, residents 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.
- 6.8. Residents who have abandoned their property after their vacate date, will be assessed an additional fee.

7. Application Fee

- 7.1. A non-refundable application fee of \$50 for first time applicants must be received with the Residence Hall Contract before a housing assignment will be made.
- 7.2. If a student qualified for Free & Reduced Lunch Program in high school, they may be eligible to delay payment of the \$50 application fee until the student's financial aid is awarded. For this special request, email housing@unk.edu no later than July 1, 2023. If approved to delay the application fee, the student will be able to complete the Residence Hall Contract in advance for room and roommate selection.

8. Room & Board (Meal Plan) Rates

- 8.1. Room and board rates are available at www.unk.edu/housing. Residents living in the residence halls are required to have a meal plan for the fall and spring semesters. A specific exemption request may be made for the following circumstances:
 - 8.1.1. Students with concerns related to the allergens or dietary needs should first contact UNK Dining Services management. If dining concerns cannot be met, UNK Dining Services will refer the student to the UNK Disability Support Services office.
- 8.2. During break periods, food service is limited or may not be provided. Information is posted online and in dining service locations.
- 8.3. Summer Meal Plans are available for students to purchase but are not required.

9. Residence Hall Fees

- 9.1. **Social Fees:** At the beginning of each term residents will be charged non-refundable social fees 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 residents within their hall (fall, summer and spring semesters).
 - 9.1.2. Residence Hall Association (RHA): \$5 - funds programming for all on campus residents (fall and spring semesters).
 - 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 (fall, summer and spring semesters).
 - 9.1.4. **Laundry Fee:** \$50 - unlimited use of washers and dryers (fall, summer and spring semesters). If the Residence Hall Contract is cancelled, the laundry fee is refunded as follows, by the Friday of the:

1 st Week	100%	\$50.00
2 nd Week	75%	\$37.50
3 rd Week	50%	\$25.00
4 th Week	25%	\$12.50
5 th Week-on	0%	\$0

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 resident's roommate leaves during the semester, the resident will be contacted by hall staff to review the choices available to the resident, which may include having a new roommate assigned to the resident's room. After that time, a roommate may be assigned with 24 hours' notice (if possible) to allow the resident 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 charged a \$50 inconvenience fee. A resident 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 with additional charges.
- 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 resident record. Upon request, residents who have a gender identity that is different from the sex indicated within their resident record can access a housing assignment consistent with their gender identity. While completing a housing assignment, a resident may find that the housing option available in the Campus 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 residents 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. Residents 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 residents to a temporary room. If a resident is assigned to a temporary room, the Office of Residence Life will notify the resident as soon as possible.
- 11.4. Refer to the Residence Life Information & Policies Handbook (<https://www.unk.edu/offices/reslife/housing-policies-procedures.php>) for additional details.

12. Occupancy

- 12.1. Rooms may be occupied only by the residents to whom they are assigned. The Residence Hall Contract is not transferable to another individual or party. A resident's ID card, or keys, which allow access to the residence hall or individual resident room, are issued to the room occupant only and may not be transferred or loaned to another individual.
- 12.2. Refer to the Residence Life Information & Policies Handbook (<https://www.unk.edu/offices/reslife/housing-policies-procedures.php>) for additional details.

13. Damages and Lost Keys

- 13.1. Residents are responsible for loss of or damages to University property and will be assessed accordingly. Refer to the Residence Life Information & Policies Handbook (<https://www.unk.edu/offices/reslife/housing-policies-procedures.php>) for additional details.

14. Animals

- 14.1. Only non-dangerous fish are permitted in the residence halls. The maximum aquarium size is 10 gallons, one per resident.
- 14.2. 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 3.3 Students with Disabilities**.

15. Liability

- 15.1. 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 resident or others in his/her room as a result of his/her acts or omissions or relating to any changes made by the resident to his/her room.
- 15.2. Residents are encouraged to contract for personal property insurance coverage or renters' insurance, as the University will not be responsible for loss or damage to personal property kept on University property.

16. Maintenance

- 16.1. Furnishings will be provided and must be used for the intended purpose and may not be altered. Furniture must remain in the assigned room.
- 16.2. Residents are responsible for reporting any maintenance concerns by completing an online Facilities Work Request. Emergencies should be reported immediately to a hall staff member.
- 16.3. 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.

17. Room Entry

- 17.1. The University reserves the right to enter a resident room for the purpose of inspecting the premises when an authorized agent of UNK has reason to believe the following:
 - 17.1.1. Housekeeping, maintenance, or repair may be necessary
 - 17.1.2. Health or safety concern
 - 17.1.3. Damage is or has been done to University property
 - 17.1.4. University policy violations, subsequent notices, or local, state, or federal law is being violated
 - 17.1.5. 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. Termination of Contract by UNK

- 18.1. UNK reserves the right to terminate the Residence Hall Contract if any one of the following applies to the resident:
 - 18.1.1. Is no longer enrolled as a full-time student.
 - 18.1.2. Fails to claim the assigned room space before 5:00 pm on the first day of classes each semester
 - 18.1.3. Fails to attend class for 14 consecutive calendar days, without the consent of an authorized agent of UNK
 - 18.1.4. The behavior of the resident is deemed not acceptable in accordance with University policies and group living community standards
 - 18.1.5. Fails to maintain the room or suite space assigned in a reasonable state of sanitation and neatness in accordance with health and safety standards
 - 18.1.6. Found in violation of the UNK Student Code of Conduct
 - 18.1.7. 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
 - 18.1.8. Is involved in tampering with fire protection systems
 - 18.1.9. Possesses a firearm or other weapon on University property
 - 18.1.10. Is involved in assault or bodily harm to another
 - 18.1.11. Is involved in the use, manufacture, possession, and/or distribution of drugs on University property
 - 18.1.12. Is involved in theft or possession of stolen University property
- 18.2. Upon notice to the resident, the Office of Residence Life may terminate the Residence Hall Contract for any breach of the contract by the resident. The resident will vacate the room within 24 (twenty-four) hours and pay all associated University charges and/or damages. Any

resident whose contract has been terminated for policy violations will be held responsible for full payment of the contract.

- 18.3. 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.

19. Changes and Corrections

- 19.1. 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. In addition, because the Office of Residence Life tries to respond quickly to resident 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 residents with notice.

20. 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 2023-2024 Academic Year.

I understand that cancelling this contract on or after June 1, 2023, 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, 2023, to cancel this contract in writing without any fees applied to my student account.



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