

UNIVERSITY OF NEBRASKA KEARNEY.

Residence Hall Contract | Academic Year 2021-2022

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



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 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 Student Rights & Responsibilities, 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 the duration of the 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 Associate 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. Kearney Residency 2. Married Student 3. Student is a Parent 4. Designated Off Campus Housing 5. Disability or Medical Condition. 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: http://www.unk.edu/offices/academic_success/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 accommodation in 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/offices/academic_success/dss/files/unk-disability-housing-accommodation-request.pdf.

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

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 Contract extends the entire academic year, fall and spring semesters. The resident is financially obligated for applicable room, board, and other fees herein defined.** The interim 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 residents 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 9-11 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 email students if they have fallen below the required credit hour enrollment, with the resident required to provide an explanation or action to add additional classes as needed by the established deadline.

- 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.
- 4.2.3. *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 by email is required to review full-time combined enrollment status.
- 4.4. Residents may end their contract up to seven days prior to the Friday of Spring commencement without additional fees assessed. No refund will be issued for moving-out during this seven-day period.

5. No-Shows

- 5.1. 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. 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 https://unk.co1.qualtrics.com/jfe/form/SV_1MOOL3yGqUuzfam found on unk.edu/housing by May 31, 2021, to avoid the \$500 cancellation fee (see below) and additional charges. If applying for a cancellation on or after June 1, 2021 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 made between June 1, 2021 and September 20, 2021 will be assessed a Room Cancellation Fee of \$500 and 50% of the remaining fall**

semester's room and board charges. Such fees will be assessed to the student account.

- 6.3. **Cancellations made between September 21, 2021 through May 13, 2022 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. **SPRING CONTRACT ONLY:** Residents completing the *Spring 2022 Residence Hall Contract* have until November 30, 2021 to cancel in writing without incurring charges. Residents who have signed a *Spring 2022 Residence Hall Contract* and cancel the contract on or after December 1, 2021 will be assessed a Room Cancellation Fee of \$500 and 50% of the remaining spring semester's room and board charges. Such fees will be assessed to the student account.
- 6.5. The remaining room and board balance charged to the student account is determined at a prorated amount during the time of occupancy. Room and board accumulates at a daily rate from the contract start date through the day the resident completes the check-out process.
- 6.6. Residents not returning for the spring semester are required to check out by the Friday of December Commencement. See **4. Contract Period & Housing Eligibility** for more details.
- 6.7. Upon approval of the contract cancellation request, 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.

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, 2021. 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. A specific exemption request may be

made for the following circumstances:

- 8.1.1. For those residents seeking a disability-related accommodation, please contact Disability Services for Students to accommodate special dietary needs. See Section **3.3. Residents with Disabilities**.

9. Residence Hall Fees

- 9.1. **Social Fees:** At the beginning of each term (Fall and Spring), residents 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 residents within their hall.
 - 9.1.2. *Residence Hall Association (RHA):* \$5 - funds programming for all on campus residents.
 - 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 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 billed 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.

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 on the *MyBLUE* account's Housing portal is not consistent with their gender identity. If this occurs, please email the Office of Residence Life at housing@unk.edu or call 308-865-8519 so that we can discuss a suitable room assignment.

10.3. The Office of Residence Life gives priority to returning residents for room assignments and 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 for additional details.

12. Occupancy (cross reference RL Handbook)

- 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, keys, or fob, 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 for additional details.

13. Housing During Academic Breaks

- 13.1. All halls will remain open for Fall, Thanksgiving, and Spring Breaks.
- 13.2. During Winter Break, Antelope, Centennial Towers East, Centennial Towers West, Nester North, Nester South, Mantor, and Randall Halls will remain open for those residents.
- 13.3. Men's, URN, and URS residence halls are closed during Winter Break.
 - 13.3.1. Residents needing housing during the winter break period may request temporary housing for an additional fee.
- 13.4. During break periods, food service is limited or may not be provided. Information is posted online and in dining service locations.

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.

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 3.3 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 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.
- 16.2. Residents 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 and may not be altered. Furniture must remain in the assigned room.
- 17.2. Residents are responsible for reporting any maintenance concerns by completing an online work Facilities request. Emergencies should be reported immediately to a hall staff member.
- 17.3. A thorough inspection of residence halls has been completed to determine if there is presence of asbestos and lead paint materials. These materials are safe when left undisturbed and it is the residents' responsibility to complete a work request online if at any time a room or living area within the hall is in need of attention.

18. Room Entry

- 18.1. The University reserves the right to enter a resident room for the purpose of inspecting the premises when an authorized agent of UNK has reason to believe the following:
 - 18.1.1. Housekeeping, maintenance or repair may be necessary
 - 18.1.2. Health or safety concern
 - 18.1.3. Damage is or has been done to University property

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

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

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 resident:

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

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

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

19.1.4. The behavior of the resident 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. Found in violation of the student code of conduct

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 resident, the Office of Residence Life may terminate the Residence Hall Contract for any breach of 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.

- 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. 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.

21. Novel Coronavirus (“COVID-19”)

21.1. COVID-19 AND PUBLIC HEALTH-INFORMED POLICIES

- 21.1.1. The University of Nebraska at Kearney aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within student housing, the 2019 Novel Coronavirus (“COVID-19”) or similar public health crisis will impact your housing experience as Residence Life continues to make public health-informed decisions. The below policies and guidelines are incorporated into the housing contract and are applicable to all residential students. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

21.2. HEALTH AND SAFETY RESPONSIBILITIES

- 21.2.1. We expect that all members of the Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within housing and the University or the University may request or require a resident to leave housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or housing as

it relates to public health crises, including COVID-19. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

21.3. QUARANTING/ISOLATION/SEPARATION

21.3.1. At any time, the University may request or require a resident to leave housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from Housing to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the contract and may subject a student to emergency removal from their assigned space. Not all housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. A temporary removal from housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

21.4. DE-DENSIFYING EFFORTS

21.4.1. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract.

21.5. CONSOLIDATION

21.5.1. Residential students are required to comply with any consolidation efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing in order to better use our staff/building resources. Relocation does not constitute a termination of a residential student's housing contract.

21.6. DINING

21.6.1. Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University or UNK Dining, Dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns.

22. 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 2021-2022 Academic Year.

I understand that cancelling this contract on or after June 1, 2021 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, 2021 to cancel this contract in writing without any fees applied to my student account.

UNK RESIDENCE LIFE

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