

Kansas State University Housing and Dining Services
Residence Hall Contract
August 18, 2018 - May 11, 2019

1. **Resident.** "Resident," as used throughout these Terms and Conditions, refers to the person listed under the "Personal Information" screen.
2. **Purpose: Residential Living Space, Meal Plan.** This contract is between Kansas State University ("University") and the Resident for a residential living space in the University residence hall system or another residential living space as approved by Housing and Dining Services ("Residential Space") and a required University dining services meal plan during the Occupancy Period (defined below), in accordance with the terms and conditions stated herein.
3. **Eligibility.** In order to be and remain eligible to live in on-campus housing, the Resident must be enrolled at Kansas State University. For avoidance of doubt, but without limiting other breaches, any failure to enroll or continue to be enrolled is a breach of this contract.
4. **Term.** The term of this contract is from the date this contract is submitted by the Resident through May 11, 2019 ("Term"). A Resident is bound by this contract for the entire Term.
5. **Occupancy.** A Resident may occupy the Residential Space only during the Occupancy Period. The "Occupancy Period" is for the 2018-2019 academic year (fall and spring semesters), beginning on Saturday, August 18, 2018, 10:00 a.m. ("Opening Date"), or a later date of initial occupancy if pursuant to Section 5.g below, whichever is last, and ending when the University acknowledges that Resident has terminated the contract or no longer occupies the Residential Space, the University terminates the contract, 24 hours after the start of the Resident's last final examination in the spring semester, or May 11, 2019, whichever comes first. Notwithstanding the foregoing, the Occupancy Period excludes the university break periods listed below (unless specifically elected as set forth below) and is subject to the following terms:
 - a. The Resident may elect to occupy the Residential Space (or other residential space designated by the University within its sole discretion see subparagraph b, below) during the fall break (Saturday, Nov. 17, 2018 10:00 a.m. through Sunday, Nov. 25, 2018 1:00 p.m.), winter breaks (Winter Break 1, Saturday, Dec 15, 2018, 12:00 p.m., through Tuesday, January 1, 2019, 11:59 p.m., and/or winter break 2, Wednesday, January 2, 2019, 12:00 a.m., through Sunday, January 13, 2019, 1:00 p.m.), and/or spring break (Saturday, March 16, 2019, 10 a.m., through Sunday, March 24, 2019, 1:00 p.m.).
 - b. The Resident may make such election in the "Break Housing" Step 3 of this contract or by submitting a contract change form available at housing.k-state.edu no later than the Monday before each break begins. By making such election, the Resident agrees to pay the amount(s) listed in the break housing step 3 of this contract. Upon such election, the elected break(s) time frame becomes part of the Occupancy Period.
 - c. Break housing is available only in Marlatt, Moore, Wefald and West residence halls. Only Residents who select a Residential Space in one of the aforementioned residence halls listed in this paragraph will be eligible for break housing.
 - i. If a Resident has not elected break housing for a particular break, the Resident must vacate the Residential Space during the break period.
 - ii. At the end of the fall semester, the Resident shall vacate the space no later than 24 hours after the Resident's last final examination in the fall or Saturday, December 15, 2018, at 11:59 a.m., whichever comes first, and may not re-occupy the selected Residential Space until the end of winter break 2 (Sunday, January 13, 2019, 1:00 p.m.).
 - d. Early Move In/Fall. For the fall semester, the Resident may elect to occupy the Residential Space prior to the Opening Date beginning on Sunday, August 12, 2018, at 10:00 a.m., subject to charges and payment of \$45/day for the selected Residential Space and meals for each day (see Section 13, of these Terms and Conditions, below, for more details regarding the meal plan). If the Resident makes such an election, the Occupancy Period shall begin on the Residents move-in date. The Resident may elect this option by arriving and requesting to move in between August 12, 2018, 10:00 a.m. and August 18, 2018, at 10:00 a.m. No approval prior to this time is needed.
 - e. Early Move In/Spring. For the spring semester, the Resident may elect to occupy the Residential Space prior to Sunday, January 13, 2019 1:00 p.m., beginning on Thursday, January 10, 2019 10:00 a.m., subject to charges and payment of \$45/day for the selected Residential Space and meals (see Section 15, below, for more details regarding the meal plan). If the Resident makes such an election, the Occupancy Period also shall include the early move in dates on which the Resident occupies the Residential Space. The Resident may elect this option by arriving and requesting to move in between Thursday, January 10, 2019 10:00 a.m. and Sunday, January 13, 2019 1:00 p.m. No approval prior to this time is needed.
 - f. Early Move In for International Students. If the Resident is an international student registered for international student orientation at the University, the Resident may elect to begin the Resident's occupancy prior to August 12, 2018, for fall semester, or prior to January 10, 2019 for spring semester, upon the University's approval. Upon making such an election, the Resident shall be charged the \$45/day prior to August 18, 2017, for the fall semester or prior to January 13, 2019 for the spring semester, as applicable. In such a case, the Occupancy Period shall begin on the Residents move-in date.
 - g. If the Resident both submits this contract and selects the Residential Space after the Opening Date, then the Occupancy Period begins on the initial date that the Resident occupies the Residential Space, even if such date is after the Opening Date.

- h. Except as stated herein, no Resident is allowed to occupy any Residential Space, including without limitation the selected Residential Space, other than during the Resident's Occupancy or Early Arrival Period, unless the Resident receives prior written approval by the University's Director of Housing and Dining Services or an authorized designee of the director. To the extent such a Resident is permitted to occupy the Residential Space, the time frames of occupancy shall be part of the Resident's Occupancy Period.
 - i. A Resident's failure to occupy the space by the start of the Occupancy Period or failure to maintain occupancy for more than seven (7) days during the Occupancy Period without notification and corresponding approval from Housing and Dining Services to delay occupancy, is considered a breach of this contract.
 - j. If the Resident is selected for residency in the Smurthwaite Leadership/Scholarship House and elects to reside in Smurthwaite, the Resident must also agree to a contract addendum, at which time it shall be incorporated in full into this contract. The provisions of that contract addendum shall supersede any conflicting provisions herein. By way of example, any provisions herein regarding Specific Residential Space Selection (section 6) and the Meal Plan (section 15) are superseded by the conflicting provisions set out in that contract addendum signed by the Resident.
6. **Specific Residential Space Selection.** At the time the Resident selects a specific Residential Space, the Resident agrees to make such selection from residential spaces available (as determined by the University) and accept the selected Residential Space in the University housing online system. Selection of a Residential Space, and occupying such space, are subject to the following:
- a. The University reserves the right to change the Residents selected Residential Space to accommodate ADA situations, when there is a need to consolidate residents due to vacancies in multiple rooms, and when other unforeseen situations might make it necessary, but only after consultation with the Resident.
 - b. Non-contracted persons are not permitted to be residents in Residential Space, and therefore, the University does not hold all or part of a Residential Space for non-contracted persons.
 - c. Roommate incompatibility is not grounds for contract termination, including without limitation changing a selected Residential Space. The Resident may ask for assistance from University Housing and Dining Services staff for roommate compatibility issues.
 - d. The Residential Space selection group and time for a new Resident is determined primarily but not exclusively by the Resident's enrollment in a CAT Community and the date and time of the Resident's completion and successful submission of the contract. The Residential Space selection group and time for a returning Resident is determined by the number of semesters the Resident has lived in on campus housing.
 - e. New Residents first occupying a Residential Space in the spring semester-who did not occupy a Residential Space during the fall semester-will not select a Residential Space for that first Spring semester, but instead, will be assigned a Residential Space by the Occupancy and Contracts Office. The Resident may then participate in the Residential Space selection process for subsequent semesters as set forth in a future Residential Contract, if any, to which the Resident agrees and to the extent the Resident remains eligible for on-campus housing.
7. **Resident's Late Arrival.** Any Resident arriving after the first day of classes for the applicable semester must notify University Housing and Dining Services staff in writing of his/her planned arrival date no later than 5:00 p.m. on the first day of classes. Selected Residential Space not occupied at 5:00 p.m. on the second day of classes for the applicable semester, without prior notification by the Resident, may be returned to inventory and selected by another Resident. For the avoidance of doubt, the Resident who has not occupied the selected Residential Space by such time shall remain bound by this contract, for the Term of the contract or earlier effective termination date, but the Resident's previously selected Residential Space may no longer be available to the Resident, which may result in a different applicable rate to a new selected Residential Space (see Section 16 of these Terms and Conditions, below).
8. **Checkout of Residential Space; Applicable Charges.** Any Resident moving out of his/her selected Residential Space for any reason must officially check out with applicable University Housing and Dining Services staff. Officially checking out with residence hall floor staff includes making contact and cooperating with the applicable University Housing and Dining Services staff for the Resident's selected Residential Space such that applicable check out forms may be filled out completely by the applicable University Housing and Dining Services staff, returning all keys, and completing a forwarding address card for mail. If the Resident fails to officially checkout of the Residential Space in accordance with this paragraph, the University will at its discretion, process and complete an administrative checkout and access liquidated damages in the amount of \$75 for failure to checkout or incomplete checkout, \$50 for lock replacement, and other amounts reflected in the University Schedule of Charges for key replacement and other applicable fees, all as applicable.
9. **Abandoned Property.** The Resident shall remove all personal property prior to or at the time this contract is terminated by either party or expired. The University will remove and store, at the Resident's expense for 30 days, a Resident's personal property that remains in a Residential Space or on nearby University property after the contract has terminated or expired and of which the University is aware. After 30 days, the personal property is deemed abandoned and becomes the property of the University and in most instances will be donated or discarded. The Resident acknowledges that the University is not liable for damage to or loss of property that occurs during removal, storage or disposal, and accepts any charges for removal and storage, regardless of whether the Resident reclaims the personal property.
10. **Condition of Residential Space; Purpose of Use.** The Resident agrees to maintain the Residential Space and surrounding areas in good condition, and at a condition not less than the condition of such space and areas at the beginning of the Occupancy Period. The Resident shall be charged actual damages, as reasonably determined by the University, for failure to clean and/or return the

- Residential Space in as good of a condition at the end of the Occupancy Period, and the University will provide notice to the Resident of those charges. Resident agrees to use the Residential Space only for its intended residential habitation purpose.
11. **Rules.** Resident further agrees to abide by the Residence Hall Handbook as updated from time to time, which is available at <http://housing.k-state.edu/living-options/reshalls/resources/>
 - a. For avoidance of doubt, but without limiting other potential breaches, a failure to abide by the rules in the Residence Hall Handbook, as updated from time to time, is a breach of this contract. Prior to any determination made about whether the resident has violated the rule(s), the Resident will be given an opportunity to respond to the allegations in a contract hearing conducted by University Housing and Dining Services staff and the Office of the Student Life staff, as applicable, and in accordance with any applicable procedures set out in K-State Student Governing Association (SGA) bylaws.
 - b. Resident agrees to comply with all provisions of the Kansas Board of Regents Weapons Policy, found at <https://www.kansasregents.org/resources/PDF/About/BoardPolicyManual.pdf> and the University's Weapons Policy, found at: <http://www.k-state.edu/policies/ppm\3700\3770.html>
 12. **Crime; Threats.** Without limiting the foregoing, the University may consider crimes or crimes against persons or property by the Resident and/or conduct by the Resident that may threaten the safety or security, regardless of where or when committed, in determining whether the Resident is or remains eligible for University housing. If the University determines that the Resident's crime or conduct indicate a reasonably foreseeable risk of harm to or threatens the safety or security of other residents, employees, or other persons in or around the Residential Space, the Resident will be deemed in breach of the contract, which may result in the University terminating or otherwise modifying the contract, such as moving the Resident to a different Residential Space or restricting the Resident's access to housing facilities. Provided however, prior to any determination by the University, the Resident will be given an opportunity to respond to the allegations in a contract hearing conducted by University Housing and Dining Services staff. Provided however, if these matters are addressed under the Critical Incident Response Team (CIRT) process such that risk management measures impacting the Resident's housing are implemented through that process, the procedures under that process for an opportunity to be heard and any opportunity to appeal shall supersede and control.
 13. **No Assigning or Subleasing.** The Resident may not sublease the Residential Space or otherwise assign this contract to a third party.
 14. **Inspections.** The Resident agrees to allow periodic and emergency access to their Residential Space by authorized personnel to determine if the Resident is properly maintaining University property and if deemed necessary for the health and safety of residents.
 15. **Meal Plan.**
 - a. A meal plan is required for all residents. The Resident must elect a meal plan when submitting this contract (see Step 3, Choose Your Meal Plan). Options for the meal plan ("All Access" or "Any 14") and corresponding rates (as updated from time to time), are available at <http://housing.k-state.edu/dining/rates-meal-plans-1.html>.
 - b. The Resident may increase the Resident's elected meal plan at any time. A Resident may only decrease the elected meal plan one time each semester no later than September 15, 2018, for the fall semester and/or no later than February 15, 2019, for the spring semester. Any difference in charges will be adjusted based on the day the request is made. Corresponding questions can be directed to the University Housing and Dining Services cashier's office in the Pittman Building.
 - c. Meal service - in accordance with the elected meal plan is available to the Resident during the Occupancy Period, with the following exceptions/limitations, as and if applicable to the Residents designated Occupancy Period:
 - ii. If a Resident participates in the early move-in process, meal service begins with breakfast on Monday, August 13, 2018, for fall semester and lunch on Thursday, January 10, 2019, for spring semester.
 - ii. Meal service is not available in the dining centers during break periods except for limited meal service during winter break session 2. Specific dates and times for meals during winter break 2 will be available a few weeks prior to the start date of winter break 2.
 16. **Rates and Charges.** The Resident agrees to pay to the University the charges at the rates corresponding to the beginning date of the Occupancy Period through the end of the Term for (a) the Residents selected Residential Space (as approved and adjusted by the University, as applicable); and (b) the selected meal plan. The Resident acknowledges that the rates may vary by space, as rates are specific to the room, community, amenities, and residence hall. The Resident further acknowledges that the Resident has reviewed and understands the various Residential Space rates, as updated from time to time, at <https://apps2.housing.k-state.edu/exploreyouroptions/>.
 - a. All applicable charges are the obligation of the Resident upon the signing of this contract.
 - b. The Resident may make the down payment for charges under this contract online with a credit card by clicking the payment button at the end of this contract (see Step 8 of this contract). The Resident also may make payment for any charges under this contract offline by cash or check at the University Housing and Dining Services cashier's office located at the Pittman building. Any remaining charges not paid by July 1 for the Fall semester and December 1 for the Spring semester shall be charged to the Resident's KSIS account, and such charges are due in accordance with the University's KSIS payment schedule available at <http://www.k-state.edu/finsvcs/cashiers/billing/billingcycle/index.html>, as updated from time to time.
 - c. Any unpaid balance pertaining to charges under this contract that exist after an applicable due date will result in a hold being placed on the Resident's KSIS account and academic records, denial of enrollment and of space in the housing system, and may result in additional fees and referral to collections.

- d. Any credit to a Resident's account will be applied to any unpaid charges on the Resident's KSIS account and the remaining amount refunded to the Resident according to the University Cashiers and Student Accounts Office (University Cashier) refund policies and procedures.
17. **Termination by Resident.** A Resident's termination of this contract with an effective date prior to the end of the Term is a breach by the Resident of the contract. In order to terminate this contract prior to the end of the Term, the Resident must submit a Residence Hall Contract Cancellation Form to University Housing and Dining Services. Any such termination by the Resident is subject to the requirements and damages assessments for the early termination breach as listed below. Regardless of the basis for termination, a Resident continues to be responsible for all charges in full under this contract through the effective date of the termination, in addition to any applicable fees and damages assessments otherwise provided for in this contract.
- a. **Terminations by Resident subject to Assessment of Damages for Breach**
- i. If the Resident terminates the contract after June 1, 2018, but prior to the opening date, and the Resident has not yet occupied the Residential Space, the University will refund the down payment to the Resident, less \$200 in liquidated damages.
 - ii. If the Resident terminates the contract after the opening date, and/or after the Resident has occupied the Residential Space, and the Resident remains enrolled at the university, the Resident is subject to a damages assessment of forty percent (40%) of the Daily Rate for each day remaining in the Term of this contract plus break periods.
 - iii. If the Resident terminates the contract because the Resident withdraws or is academically dismissed from the University, the Resident shall pay accrued daily rate and \$200 in liquidated damages for such breach/termination.
- b. **Terminations by Resident Permitted without Assessment of Damages for Breach.** Notwithstanding the foregoing, the Resident may terminate this contract without assessment of damages for the Resident's early termination breach (but the Resident continues to be responsible for any accrued charges in full through the effective termination date and any other applicable fees and damages assessments (e.g., for improper checkout or room condition), as stated above) in the following limited circumstances and in accordance with the corresponding terms:
- i. The Resident terminates the contract prior to 11:59 p.m. on June 1, 2018. The Resident shall also receive a full refund of the down payment.
 - ii. The Resident terminates the contract because the Resident graduates from the University, at the end of the Fall semester. The Resident terminating the contract under this section may not have an effective termination date later than December 15, 2018.
 - iii. The Resident terminates the contract because The Resident participates in an academic program requiring the Resident to move outside of Manhattan, Kansas and the Resident provides documentation from an applicable University Administrator verifying this academic participation.
 - iv. The Resident terminates the contract because the Resident moves to on-campus Jardine Apartments.
 - v. If for any reason, the conditions listed above are not met or the Resident's involvement in the academic program, move to a Jardine Apartment, or other applicable permitted circumstance does not occur, any terminations is void and the contract remains valid and the resident is liable for the full terms and conditions of the contract.
18. **Termination by University.** The University may terminate the contract by providing notice to the Resident (in any manner, including without limitation, electronic or hard copy) after breach by the Resident (Including without limitation a Resident's failure to be or remain eligible for on-campus housing). Upon any such termination, the Resident remains responsible for all charges in full under the contract, through the effective date of termination, in addition to any applicable fees and damages assessments otherwise provided for in the contract. If the University terminates the contract based on the Resident's breach, the University shall assess liquidated damages for Resident's breach, forty percent (40%) of the Daily Rate for each day remaining in the Term of the contract plus breaks.
- a. PROVIDED HOWEVER, in the following specific "no show" circumstances, the University will assess the following amounts as liquidated damages for the breach, as applicable:
- i. The University may terminate this contract because the Resident does not occupy a Residential Space by the beginning of the Occupancy Period, fails to enroll at the University by 5:00 p.m. on the first day of classes for Fall semester, and has failed to submit the Residence Hall Contract Cancellation Form to University Housing and Dining staff. In the event of such termination on such basis, the University shall refund any contract payment(s) previously made by the Resident, less a charge of \$300 as liquidated damages for such breach.
 - ii. The University may terminate this contract because Resident does not occupy a Residential Space for the Spring semester by January 13, 2019, fails to enroll at the University by 5:00 p.m. on the first day of classes for Spring semester, and has failed to submit the Residence Hall Contract Cancellation Form to University Housing and Dining Staff. In the event of such termination on such basis, the University shall not accrue any additional charges to the Resident after the effective termination date (such as the Daily Rate), but shall assess to the Resident \$300 as liquidated damages for such breach.
- b. PROVIDED HOWEVER, if the University terminates the contract for the Resident's breach based on lack of the Resident's eligibility for failure to be enrolled due to the Resident's academic dismissal or withdrawal from the University, the University shall assess \$200 in liquidated damages for such breach.
19. **Liquidated Damages.** Based on what the Resident and the University currently know, the liquidated damages amounts included herein are reasonable estimates of damages that would accrue from the Resident's breach in the form of early termination and/or

other breach of this contract, as applicable. The parties agree the liquidated damages amounts set forth above are fair and reasonable estimates of damages and would not act as a penalty to the Resident.

20. **KSIS Account.** All fees, charges, and damages related to or arising from this contract or otherwise from Resident's use or occupancy of the Residential Space may be assessed by the University to the Resident's KSIS Account.
21. **Daily Rate.** When used in this contract, "Daily Rate" refers to total housing charges applicable to the Resident per semester, including meal plan, divided by 111 days.
22. **RELEASE AND WAIVER.** In consideration of being allowed to participate in the housing selection process, participate in the meal plans, enter into this contract for on-campus residential housing, and/or to occupy a Residential Space, **I HEREBY WAIVE, RELEASE, AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest ("successors"), Kansas State University, the State of Kansas, the Kansas Board of Regents, and their agents, officers and employees (collectively, referred to in this paragraph as "Kansas State University"), from all claims, demands, and causes of action of any kind, including claims for negligence, which may arise from or be related to this contract or otherwise directly or indirectly related to this contract and/or my occupancy of the Residential Space. Without limiting the foregoing, the Resident specifically acknowledges that Kansas State University is not responsible for loss of or damage to Resident's property nor injury to the Resident or Resident's guests related to use of residence halls or dining centers.