

**Kansas State University Housing and Dining Services
Residence Hall Contract
8/17/2022 -5/13/2023**

This contract was electronically submitted on 2021-11-30 by HDS Test 1 Male

Resident Information

Name: HDS Test 1 Male
Wildcat ID (WID): 842831110
Home Address: 104 Pittman 1531 Mid Campus Drive
City: Manhattan **State:** KS **ZIP:** 65235 **Country:** USA
Primary Phone: 785-532-6453 **Cell Phone:**
Email: housing@k-state.edu
Classification: Freshman **Major:** BUSINESS
International Student: No

Housing Options

Breaks Chosen:
Fall Break
Winter Break 1
Winter Break 2
Spring Break
Roommate Preferences:
None

Meal Plan

Selected Meal Plan: All Access

Dining Dollars

Dining Dollar Amount Purchased: \$300

Information Release

Disclosure Names:
Willie the Wildcat

Felony Question

You have answered **No** to the following question:

Have you ever entered a guilty plea or an Alford plea to a felony offense, been placed on probation for or entered into a diversion program for a felony offense or been convicted of a felony?

- Resident:** "Resident," as used throughout these Terms and Conditions, refers to the person listed under the "Personal Information" screen.
- 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.
- Handbook:** The Residence Hall Handbook is incorporated by reference into this contract. The Resident is equally responsible for complying with the rules, policies and regulations contained in this contract and the Handbook. The terms of the Residence Hall Handbook may change from time to time. It is the Resident's responsibility to regularly review the Handbook to ensure awareness of and adherence to the current terms. The Handbook is linked here: https://housing.k-state.edu/living-options/handbooks/reshall_handbookpages/.
- 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.
- Term:** The term of this contract is from the date this contract is submitted by the Resident through May 13, 2023 ("Term"). A Resident is bound by this contract for the entire Term.

6. **Occupancy:** A Resident may occupy the Residential Space only during the Occupancy Period. The "Occupancy Period" is for the 2022-2023 academic year (fall and spring semesters), beginning on Wednesday, August 17, 2022, 10:00 a.m. ("Opening Date"), or a later date of initial occupancy if pursuant to Section 6.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 13, 2023, whichever comes first. The Residence Halls will open for occupancy a minimum of two days prior to the first day of class each semester as determined by the University academic calendar. The university may provide for a specific time and procedure for move-in to the Residence Halls. 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:
- 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 Fall Break (Saturday, November 19, 2022, 12:00 p.m. through Sunday, November 27, 2022, 1:00 p.m.), winter breaks (Winter Break 1, Saturday, December 17, 2022, 12:00 p.m., through Saturday, December 31, 2022, 11:59 p.m., and/or Winter Break 2, Sunday, January 1, 2023, 12:00 a.m. through Sunday, January 15, 2023, 1:00 p.m.), and/or Spring Break (Saturday, March 11, 2023, 12:00 p.m., through Sunday, March 19, 2023, 1:00 p.m.).
 - The Resident may make such election in the "Break Housing" Step 3 of this contract. After the contract is completed, the Resident may change their break housing selections using the edit contract option in the Resident Portal 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.
 - Break housing will be available in on campus housing. The University designates certain facilities to operate each break period. A Resident may be asked to temporarily relocate during each break period to another hall or a furnished on campus apartment for the length of the corresponding break period.
 - If a Resident has not elected break housing for a particular break, the Resident must vacate the Residential Space during the break period.
 - 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 17, 2022, 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 15, 2023, 1:00 p.m.).
 - 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 14, 2022, 10:00 a.m., subject to charges and payment of \$50/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 Resident's move-in date. The University will communicate a specific procedure for move-in to the Residence Halls.
 - Early Move In/Spring. For the spring semester, the Resident may elect to occupy the Residential Space prior to Sunday, January 15, 2023, 1:00 p.m., beginning on Thursday, January 12, 2023, 10:00 a.m., subject to charges and payment of \$50/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 University will communicate a specific procedure for move-in to the Residence Halls.
 - 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 14, 2022, for fall semester, or prior to January 12, 2023 for spring semester, upon the University's approval. Upon making such an election, the Resident is subject to charges and payment of \$50/day for the selected Residential Space and meals (see Section 16, 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 University will communicate a specific procedure for move-in to the Residence Halls.
 - 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 the Resident occupies the Residential Space, even if such date is after the Opening Date.
 - 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.
 - 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.
 - 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.
 - The University may modify the opening, closing, and break dates for the Residence Halls. The university also may require a Resident to change rooms and/or vacate the Residence Halls for a period of time. These decisions by the University may be based on the need to provide accommodations for a Resident during the academic year and/or to protect the health and safety of other residents, employees, and/or the University community. If the University makes any such change, the Resident will be notified as soon as practicable under the circumstances.
7. **Specific Residential Space Selection:** The Resident agrees to select and accept a specific Residential Space from the currently available residential spaces (as determined by the University) from the online Resident Portal. Selection of a Residential Space, and occupying such space, are subject to the following:
- The University reserves the right to change the Resident's 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 warrant a change. In the event of a change, the Resident will be notified as soon as practicable under the circumstances.
 - Non-contracted persons are not permitted to occupy a Residential Space, and therefore, the University does not hold all or part of a Residential Space for non-contracted persons.
 - Roommate incompatibility is not grounds for contract termination. The Resident may ask for assistance from University Housing and Dining Services staff for roommate compatibility issues including without limitation changing a selected Residential Space.
 - 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.
8. **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 their planned arrival date no later than 5:00 p.m. on the first day of classes. A selected Residential Space

not occupied at 5:00 p.m. on the first 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 17 of these Terms and Conditions, below).

9. **Checkout of Residential Space; Applicable Charges:** Any Resident who is requesting an early termination of this contract, prior to May 13, 2023, must first complete a contract early termination consultation meeting with the appropriate Housing and Dining Services Contracts and Occupancy staff. Any Resident moving out of their 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 the forwarding address process. 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 an improper or incomplete checkout, \$50 for lock and key replacement, and other amounts reflected in the University Schedule of Charges for key replacement and other applicable fees, all as applicable.
10. **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.
11. **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.
12. **Rules:** Resident further agrees to abide by the Residence Hall Handbook as updated from time to time, which is available at https://housing.k-state.edu/living-options/handbooks/reshall_handbookpages/
 - 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 or conduct 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 http://www.ksllegislature.org/li/b2017_18/committees/ctte_h_fed_st_1/documents/testimony/20170309_41.pdf and the University's Weapons Policy, found at: <http://www.k-state.edu/policies/ppm\3700\3770.html>
13. **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 and Office of Student Life 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.
14. **No Assigning or Subleasing:** The Resident may not sublease the Residential Space or otherwise assign this contract to a third party.
15. **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.
16. **Meal Plan:**
 - a. A meal plan is required for all residents. The Resident must select 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>. Board meals are to be used only by the Resident and are not transferable to other individuals. A Resident is provided with a set number of Guest Meals each semester that can be used to invite a guest to dine with them.
 - b. The Meal Plan Change Dates are September 15, 2022, for the fall semester and February 15, 2023, for the spring semester. A Resident may change the elected meal plan to any meal plan option prior to the Meal Plan Change Dates. After the Meal Plan Change date, the Resident may only change the elected meal plan to the All Access meal plan. 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 Resident's designated Occupancy Period:
 - i. If a Resident participates in the early move-in process, meal service begins with breakfast on Monday, August 15, 2022, for fall semester and lunch on Thursday, January 12, 2023, for spring semester.
 - ii. Meal service is not available in the dining centers during break periods except for limited meal service during Winter Break 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.
17. **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 Resident's 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 contract initial 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.
 - c. The entire contract initial payment will be applied to the room charge for the first semester of this contract and the remaining balance

will be charged to KSIS.

- d. 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.
- e. 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.
- f. 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.
- g. If the University makes any such change in the opening or closing dates of the Residence Halls, or requires the Resident to vacate the Residence Halls for a period of time, the Resident will be notified as soon as practicable under the circumstances. Any reduction in total number of available occupancy days for the Resident, based on the University's decision, will result in a corresponding pro rata return to the Resident of room and meal plan charges paid to Housing and Dining Services. The Resident's room and meal plan charges are calculated by the amount paid by the Resident, less standard move-out costs incurred by the University, which is generally around \$215.

18. **Termination by Resident:** A Resident's termination of this contract with an effective date prior to the end of the Term is a breach of the contract by the Resident. The Resident is required to complete an early termination form. Prior to occupancy the Resident must complete the Residence Hall Contract Cancellation form available in the online Resident Portal. After occupying the space and/or the start of the contract, the Resident must first complete a contract early termination consultation meeting with the Housing and Dining Services Contracts and Occupancy staff or an authorized designee. Any Resident moving out of their Residential Space for any reason must officially check out with the applicable University Housing and Dining Services staff. 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, 2022, but prior to the opening date, and the Resident has not yet occupied the Residential Space, the University will refund the contract initial 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 fifty percent (50%) of the Daily Rate for each day remaining in the Term of this contract.
- iii. If the Resident terminates the contract after the opening date, and/or after the Resident has occupied the Residential Space because the Resident withdraws or is academically dismissed from the University, the Resident shall pay an accrued daily rate and the standard move-out costs incurred by the University, which is generally around \$215.
- iv. If the Resident terminates the contract after December 1 for the fall semester or May 1 for the spring semester and the Resident has occupied the Residential Space, the Resident shall pay their full daily rate until the end of the applicable semester and the standard move-out costs incurred by the University, which is generally around \$215.

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 in the following limited circumstances and in accordance with the corresponding terms:

- i. The Resident terminates the contract prior to June 1, 2022, 11:59 p.m. The Resident shall receive a full refund of the contract initial 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 provision must have an effective termination date no later than December 17, 2022. In this provision, the Resident is not subject to the standard move-out costs.
- 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. In this provision, the Resident is not subject to the standard move-out costs.
- iv. The Resident terminates the contract because the Resident moves to on-campus Jardine Apartments. In this provision, the Resident is not subject to the standard move-out costs.
- v. Unless specifically stated otherwise in the above provisions (i-iv), a Resident who terminates this contract under this section (18(b)) continues to be responsible for the following: (1) any accrued charges in full through the effective termination date; (2) the standard move-out costs incurred by the University, which is generally around \$215; and (3) any other applicable fees and damages assessments (e.g., for improper checkout or room condition). 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 termination is void and the contract remains valid and the Resident is liable for the full terms and conditions of the contract including, but not limited to, the standard move-out costs incurred by the University, which is generally around \$215.

19. **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, fifty percent (50%) of the Daily Rate for each day remaining in the Term of the contract.

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 fails to 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.

b. PROVIDED HOWEVER, if the University terminates the contract for the Resident's breach based on the lack of the Resident's eligibility for failure to be enrolled due to the Resident's academic dismissal, withdrawal from the University or not in good financial standing with the University, the Resident shall pay an accrued daily rate, and any applicable early termination fees and standard move-out costs as referenced in Sections 17 and 18 above.

20. **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.
21. **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.
22. **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 the total number of occupancy days as stated in the Residence Hall Calendar, available in the Residence Hall Handbook and on the website here: https://housing.k-state.edu/living-options/handbooks/calendar_reshall.html.
23. **Assumption of Risk:** The Resident acknowledges that by residing in University Residence Halls, the Resident is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.
24. **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.