



## Housing and Food Service Contract 2009-2010

**Important** Carefully read the terms and conditions of your Housing and Food Service Contract. It is a legal and binding agreement with the University of Evansville. It is your responsibility to become knowledgeable of and abide by University policy related to housing. Policies related to living on campus are conveniently located on our Web site: [residencelife.evansville.edu](http://residencelife.evansville.edu).

The Housing and Food Service Contract is made between you and the University of Evansville. To provide student housing at the highest value and lowest possible cost, there must be a consistent occupancy level in our residential facilities. For this reason, **all housing contracts are binding for the duration of the academic year.** By completing the online Housing & Meal Plan Registration on Web Advisor you agree with all provisions of the contract and agree to pay the full amount of housing and dining charges billed in connection with this agreement.

An individual must be enrolled full time with the University to reserve a space in housing. With the approval of the director of residence life, individuals who are not full time students (i.e. part time students or a student's spouse, domestic partner, or child) may be housed on a space available basis; assigned and billed according to standard unit occupancy levels and rates.

Village spaces are assigned as two, three, four, five and six person units. Vacancies within individual units are the responsibility of unit residents.

The University reserves the right to cancel your housing contract for academic failure, non-payment for services, breach of contract, criminal behavior, or violation of rules of conduct and/or housing regulations as outlined in the Student Handbook, on the residence life Web site, and in other materials published by the University.

**Food Service Plan** All students residing in UE residence halls must participate in the Block 100, 150 or 200 meal plan. In addition to these plans, the Block 40 is available to Seniors living in the residence halls, Village residents, fraternity house residents and commuter students. UE provides meals according to the plan selected during the period of occupancy. No meals are provided during the Fall, Thanksgiving, Winter, Spring or Easter Breaks. Meal plans can be changed at semester breaks as posted on the Residence Life Web site. Additional flex dollars may be purchased at any point during the semester through the dining services office. See our Web site and supplemental materials for details on available plans and options.

**Period of Occupancy** UE will provide campus housing for the 2009-10 academic year (or the balance thereof) to the student who enters this agreement. Occupancy begins on published dates (see Residence Life Web site) and ends 24 hours following the last final of a student's final exam schedule for Spring Semester.

For Winter Break, the residence halls officially close at noon of the day following the last day of final exams and reopen on published dates (see Residence Life Web site) before the first day of spring classes. While students may leave their possessions in their rooms during this period, all students living in the residence halls are required to vacate their room during Winter Break.

Residents are not permitted to move into and occupy their rooms prior to published dates or to remain in their rooms after published dates without specific advance approval from the director of residence life. Students who receive approval may be required to pay an early arrival or extended stay fee. Residents who participate in commencement exercises must make arrangements to remain on campus.

Additional housing fees and contracts for periods not covered by this contract will be determined by the Office of Residence Life on a yearly basis.

**Deposit** The University housing deposit will hold a student's space in any of the University's residential facilities. This deposit may be transferred from year to year so long as the student remains in University housing or is temporarily studying abroad / studying in Harlaxton.

Once a student leaves University housing, the deposit will be refunded in full, minus any charges for damages and/or fines. When a student cancels his or her contract, the housing deposit is refundable in accordance with published contract cancellation guidelines outlined in the Student Handbook, on the Residence Life Web site, or in other materials published by the University.

**Policies** As a condition of this contract, the student agrees to be aware of and abide by all published rules of conduct and housing regulations as outlined in the Student Handbook and on the Residence Life Web site. The student also agrees to maintain a proper standard of behavior and not disrupt the residential community.

Violations of the terms of this contract or of any of the rules and regulations outlined in the Student Handbook or on the Residence Life Web site will normally be handled through the campus judicial system. The University reserves the right to treat such violations as a breach of contract. Students dismissed from residential housing or from the University during the semester for disciplinary reasons are not entitled to a refund. Student housing assignments may change due to disciplinary action.

**Use of Residential Space** University residences are reserved for the sole purpose of residential living. Unless otherwise specified, living spaces cannot be used for the purpose of conducting a business.

**Single Rooms and Consolidations** Except for rooms specifically built for single occupancy, all assignments are intended for double occupancy. Upper-class students and second semester freshmen may obtain private rooms when space exists for an additional cost. First semester freshmen are not eligible for private rooms. When a student is without a roommate, there are a number of options: (1) move into another room with a roommate of your choice, (2) select a roommate to move in with you, (3) accept the placement of a new roommate made by the Office of Residence Life, or (4) pay extra to keep your room as a single if space permits (option 4 is reserved for upperclassmen and second semester freshmen).

Students with physical disabilities or health concerns requesting housing considerations should submit a Request for Accommodation in Housing, available on the Residence Life Web site under Disabilities. Return your completed request with documentation to the Office of Residence Life.

**Care and Condition of Room and Common Areas** The student agrees to provide normal housekeeping and to use reasonable care while living in his or her assigned room and using common facilities, including all furnishings and equipment. All housing furnishings are to be left in their designated locations.

Students must complete a room condition report at the time of check-in and check-out. Charges will be assessed for damages and unauthorized alterations to rooms, furniture or equipment. Charges will also be made for special cleaning necessary due to improper care of the room, furniture, or equipment. Students who do not follow the formal check-out procedure will be assessed an improper check-out fee.

Students are jointly responsible for care of public areas, including furniture and equipment. Charges for damages to public areas may be made to all students assigned to specific wings, floors, halls, or areas as appropriate. Any student who causes damage (or whose guest causes damage) to residential space, furnishings, or equipment will be assessed for such damages.

Rooms may be periodically inspected for damages and maintenance problems. Charges for damages are based upon actual repair and replacement costs to restore the room to its original condition. All damage charges must be paid at the Office of Student Accounts prior to registration for the following semester. In some situations, disciplinary action can be taken in addition to replacement costs.

**Room Entry by University Officials** The student agrees that authorized individuals shall be permitted access to the room in compliance with the room entry policy described in the Student Handbook, on the Residence Life Web site, or in other materials published by the University. Authorized individuals can enter a student room for the purposes of maintenance, housekeeping, emergency, or reasonable belief that a violation of University policy has taken place. Student rooms will be entered for scheduled health and safety inspections (a minimum of one per semester) and

for maintenance purposes during break periods when the residence halls are closed.

**Liability for Loss of or Damage to Personal Property** The University will not be liable for loss of or damage to personal property of students. Students are urged to secure insurance for such property.

**Financial Aid and Housing** Full renewal of UE gift assistance for students who live on campus is dependent on continued living in UE housing. Students wishing to reside off campus following their freshman year should consult with the Office of Financial Aid about their aid package.

**Contract Cancellations and Refunds** There are specific provisions and restrictions regarding contract cancellation requests. Circumstances that do not fall under these categories are not a reason for granting a cancellation. **Requests to move off campus to live with friends or move into an apartment are not sufficient reasons to cancel this contract.** Entering into any other housing agreement or lease with a private landlord will have no effect upon the conditions of your contract with the University of Evansville. **Cancellation requests that fall under our guidelines but are made after deadline dates can result in the loss of the housing deposit and an additional \$200 cancellation fee.** Please refer to the Student Handbook, the Residence Life Web site, or other materials published by the University for more on this important information.

**Student Responsibility of Charges** Students are responsible for all institutional charges. If any payment is not paid when due, the entire balance, including accrued interest, shall, at the option of the University of Evansville, become due and payable on demand. In the event of any default, the student will be obligated to pay all collection costs and attorney fees incurred by the University of Evansville in the collection of these charges.

**Rights of the University** The University reserves the right to make or change assignments, assign a new roommate, or consolidate spaces at any point of the academic year based on the needs of the program. The director of residence life determines exceptions and modifications to basic housing policy. These decisions include, but are not limited to space allocation, credit hour requirements, filling vacancies, temporary assignments, consolidations, contract cancellations, disability accommodations, reserved housing and theme living.

**Terms of Agreement** Completion of the online Housing and Meal Plan Registration on Web Advisor constitutes a legal and binding agreement between you and the University of Evansville. By submitting this electronic form, the student acknowledges that he / she has read and understands the terms of this contract, and agrees to all of its terms and conditions, including payment of charges and forfeitures when due. The signature of a parent or guardian is required if a student is not yet 18 years old. This contract is valid for the balance of the academic year indicated.