



701 College Road • Lebanon Illinois 62254
Phone: (618)-537-6855 • 1-800-BEARCATS • www.mckendree.edu

Terms and Conditions of the Housing and Meal Plan Contract

2009-2010

I. PARTIES

This is a contract between the student or prospective student and (if required) his/her parent, guardian, or guarantor (hereafter referred to collectively as student), and the McKendree University Office of Residence Life.

II. CONSIDERATION

The student will pay McKendree University rental for occupancy of the space and meal contract for the indicated academic year. In return, McKendree University will furnish the student with space in university housing in and under conditions reasonably suitable for occupancy as a residence and meals on campus as indicated by the student's choice of meal plans.

III. DURATION AND NATURE OF THE CONTRACT

This contract will be deemed binding on both parties when the completed and signed contract is returned to the Office of Residence Life by the student and is accepted and executed by the Office of Residence Life.

This contract is binding for the duration of the students stay in university housing. It will not be canceled until the student graduates, or requests and is approved for off campus housing.

The contract may be extended to begin prior to August 25, 2009, to cover the inter-semester (Christmas) vacation, and/or to continue after end of year finals for students who require housing during those periods. Students may request an extension by writing to the Office of Residence Life which may carry with it its own terms and conditions.

Payment for extension periods is on a per day basis and students may be relocated during extension periods. These extensions do NOT include food service.

A student signing this contract is legally responsible for payment of housing room and board rates established and published by the Office of Residence Life. This contract is not assignable, nor shall the assigned accommodations or any part thereof be sublet.

A student contracting for a room in McKendree University residence halls (with the exception of McKendree West) is obligated to contract for a meal plan for the academic year.

IV. DEFINITIONS

DEPOSIT – The \$100 deposit evidencing acceptance of this contract by the student is applicable to rental payment, except on cancellation as provided herein. For all students new to housing the \$200 deposit will be required and held as long as the student is in residence against damages or charges that may occur. The damage deposit minus charges will be returned at the end of residence. If McKendree University is unable to provide accommodations, the deposits will be refunded.

RECEIVED BY – Cancellations, deposits, contracts, applications and notices must be received by the Office of Residence Life, 701 College Rd., Lebanon, IL 62254. Notifications submitted to other offices do not comply with this requirement and requested official action may not be assured as a result. The date on which correspondence is received in writing by the Office of Residence Life will constitute the basis for determining the student's compliance with deadlines. Priority status will be given to applications submitted prior to July 1st for the fall semester. Space is assigned on a first come, first served basis. Compliance with deadlines does NOT guarantee space in housing. If no space is available, the deposit will be refunded.

NOTIFICATION – The Office of Residence Life will send notices/correspondence to the address shown on the student's completed Housing Application. It is the responsibility of the student to notify the Office of Residence Life of any changes in address.

V. CONTRACT CANCELLATION

CANCELLATION DATE – The date by which the student's WRITTEN notice of cancellation must be received by the Office of Residence Life to terminate the contract without penalty and receive a full refund of the deposit.

The cancellation deadlines are:

- July 1st for the fall semester.
- January 1st for the spring semester.

A schedule of refunds and penalties can be found in later sections of the terms and conditions and may also be available elsewhere.



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VI. ROOM ASSIGNMENT AND OCCUPANCY

A. *ROOM ASSIGNMENT* – No room assignment will be made until an application, signed contract, and the appropriate deposits are received by the Office of Residence Life. Every reasonable consideration will be given to the student's preferences for housing accommodations, room, and roommate(s). However, the contract is for residence in housing and not a guarantee for a particular accommodation, room, or roommate. Additionally, for educational reasons freshmen are not assigned to the McKendree West apartments.

McKendree University does not offer housing for married students or families. The Office of Residence Life maintains a list of off campus housing options for these students if requested.

A student assigned to a double occupancy room who does not have a roommate may be required either to pay the single room rate, obtain a roommate, be given a roommate, or change rooms. Such decisions will be made at the discretion of the Director of Residence Life.

Students may obtain permission to change rooms or buildings during specified room change periods. All changes must be done through the Resident Director of the living areas involved. All room changes must be made under agreement of all parties involved. Unauthorized moves will result in a charge of \$75 to the student involved.

The student must claim his/her assigned room before 5:00 p.m. on the first day of classes for any given semester. The student claims his/her room by checking into the room in person OR by notifying the Office of Residence Life that the student's arrival will be delayed. The student's failure to claim his/her assigned room could result in reassignment of the student or denial of campus housing.

Failure to claim or occupy an assigned room after the contract is in force DOES NOT constitute cancellation of this contract. See section regarding conditions governing cancellation.

B. *OCCUPANCY* – Only a full time student who is enrolled at McKendree University with a minimum of 12 hours per semester, and who has entered into a contract is permitted to occupy a room in the residence halls.

All students must remove their belongings from their rooms at the end of the contract period OR any student who has been released from this contract for second semester must remove all belongings from his/her room by noon the day after Lebanon campus final exams are completed for the semester.

C. *RENTAL PAYMENT TERMS* – Information concerning room and board charges other than the deposits may be obtained from the Business Office (1st floor of Wildy Hall). Financial arrangements must be completed through the Business Office prior to move-in according to published University payment deadlines. Failure to make arrangements may result in late payment fees, removal of meal privileges and removal from the residence hall in addition to University sanctions, including but not limited to the withholding of grades, transcripts, and diplomas.

D. *MOVE IN DATE* – The date each semester on which residence halls officially open. These dates are:

FALL SEMESTER 2009

Pending Approval: Early check in 1.

Pending Approval: Early check in 2.

August 21st: New Student check in day.

August 22nd-24th: Returning student check in .

December 11th: Halls Close for break.

SPRING SEMESTER 2010

January 8th: All students are welcome back.

VII. FOOD SERVICE

REQUIREMENT – All students (with the exception of those residing at McKendree West) are required to purchase a meal plan. Meal plans are nontransferable. In the event of an approved cancellation of the meal plan portion of the contract during the academic year, refunds will be prorated.

TERMS – A student may contract for one of the available meal plan options. Students on the block plan may use a portion of their meal contract in the snack bar. Breakfast, lunch and dinner are served Monday through Friday. On Saturday and Sunday, brunch and dinner are served. The contract period does not provide for meals during College



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VIII. CONTRACT CANCELLATION TERMS

PRIOR TO THE CANCELLATION DATE FOR THE 1ST SEMESTER OF THE CONTRACT – When WRITTEN notice of cancellation by the student is received by the Office of Residence Life on or prior to the cancellation date, the student will receive a refund of the deposit.

AFTER THE CANCELLATION DATE AND PRIOR TO THE MOVE IN DATE - The student who cancels during this period because he/she will not attend McKendree University will forfeit their deposit.

The student may petition the Office of Residence Life for release from the contract. The student must obtain a Contract Release Form from the Residence Life Office and follow the procedures therein.

In case of injury or illness which necessitates withdrawal from McKendree University, or because of marriage or induction into the military service, the student will be released from the contractual obligation when substantive proof of the matter(s) asserted is presented in writing. The unused portion of the rental payment and the deposit, less any damages and outstanding obligations to the University, will be refunded, and the deposit may be subject to forfeiture.

Cases involving voluntary withdrawal from McKendree University during the semester or at the end of Fall Semester will be considered on an individual basis. The unused portion of the rental payment and the deposit may be subject to forfeiture.

Students who withdraw at the end of the Fall Semester due to graduation or University-sponsored study abroad will be exempt from the remainder of the housing contract. Damages and outstanding obligations to the University must be taken care of before grades will be released.

The student who continues to attend the University but who seeks to cancel the contract because of extenuating circumstances or demonstrated need other than voluntary withdrawal from the University (for such reasons as drastic reduction in financial resources since entering into the contract, unusual health problems and other exceptional changes in the student's status) must submit documentation relating to the reason to the Vice President for Student Affairs. Cases will be decided individually.

Any occurrence that prevents the University from rendering full performance under this contract, such as war, fire, flood or other disasters, or strike or work stoppage, whether by University or other employees, shall not constitute grounds for cancellation of this contract by the student.

The University reserves the right to remove a student from housing at any time.

A student removed from housing or the University as a result of disciplinary action will forfeit that semester's room charges, be responsible for any charges for physical damages and/or loss of rental income and outstanding obligations to the University and may receive a prorated refund on the unused portion of the meal contract.

A student on academic dismissal who is removed from the University must withdraw from the University Housing within 72 hours of notification. The unused portion of the rental payment, less any damages and outstanding obligations to the University, will be refunded upon verification.

The University reserves the right to refuse admission or readmission to University housing to a student or to void the contract for reasonable cause. In such cases, the unused rental payment, less damages and outstanding obligations to the University, will be refunded.

If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable through no fault of the student and the University cannot furnish other accommodations, this contract shall terminate and the unused portion of the rental payments, less any damages for which the student is responsible and outstanding obligations of the University, will be refunded.

IX. DUTIES, RIGHTS, AND REMEDIES

DAMAGES – The University is not responsible for theft, loss or damage to a student's personal property, and encourages all students to carry appropriate personal insurance. The University does not assume financial responsibility for medical care. Should a student require medical attention, payment is the responsibility of the student. The University offers a second-pay, accident only, insurance policy for students through Health Services.



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FURNISHINGS –The University agrees to furnish each room with basic furniture, such as a desk, chair, bed, mattress, drawer space and book shelves. Students are responsible for the condition of the room, furnishings and fixtures provided by the University. The student agrees to submit a completed inventory form indicating the condition of the room, its fixtures and furnishings to the Resident Advisor WITHIN 24 HOURS AFTER CHECK-IN.

Failure to submit this form within the specified time shall constitute conclusive proof acceptance by the student of the room, its fixtures and furnishings as being in good condition. Upon check out, the student will pay for repair of any damages beyond normal wear and tear to restore the room to the condition noted on the inventory.

PROCEDURES –The student agrees to follow procedures established in the Student Handbook for checking out of his/her room upon completion, cancellation or termination of this contract and when moving to another room. Failure to check out as described will result in a \$75 charge in addition to any damage and cleaning charges assessed against the student.

CONDUCT – Students are expected to conduct themselves with proper regard for the rights, property and privileges of other residents within the framework of good community living. Pets, solicitation of business by the student, explosives, firearms and weapons, alteration and installation of locks, moving or removal of furnishings from public areas, and violations of alcohol possession policies are PROHIBITED. Fire fighting equipment and alarms shall not be used except in the case of fire or during an actual drill as set up by the University. Individuals whose behavior violates these expectations may be subject to disciplinary action and removal from University housing and from the University itself, in accordance with University rules and regulations.

LIABILITY – Liability charges from damages done in the corridors, stairs, washrooms and common areas may be prorated among all students on a floor or in a building unless the responsible party is identified. Guests must observe University and residence hall policies, and the host is responsible for the conduct of his/her guests at all times while on campus.

RULES/REGULATIONS –Rules and regulations appearing in the McKendree University Catalog, the McKendree

University Regulations and Judicial Procedures Document, the Student Handbook, policies of the Board of Trustees, individual living unit rules and those promulgated by the Office of Residence Life are made a part of this contract by reference. Students must comply with all federal, state and local laws, regulations and ordinances while in residence.

PRIVACY – The University will make every reasonable effort to respect the privacy of the student and give prior notice, if possible, of entry into the student's room for purposes of inspection, verification of occupancy or improvements or repairs. However, the University reserves the right of entry without prior notice in emergency situations posing a threat to life or property, and for such purposes as are reasonably necessary to preserve order and discipline.

EXPIRATION/CANCELLATION –Upon expiration or approved cancellation of this contract under any of the above provisions, the University shall have the right to reenter the premises and to remove the student's property from the premises. The student expressly waives the service of any notice to reenter, notice to terminate the tenancy, notice to quit or demand for removed possessions.

Breach by the student of any of the duties established by this contract authorizes the use of any remedy available in law or equity.

X. SPECIAL AMENDMENTS

This contract may be amended as deemed necessary by the University, and such amendments become an integral part of this contract.

Fees for room and board, check in dates and deadlines are subject to change without notice.



MCKENDREE
UNIVERSITY

Office of Residence Life

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For Office Use

Date Received: _____

Application Complete Yes No

Placed: ___/___/09 Yes

Intent to Pay Deposit Contract

Terms of this Contract

This contract indicates agreement on the part of the Office of Residence Life to maintain a hold on the requested room assignment for the undersigned student pending the proper receipt of his/her housing deposit of \$100 to the Business Office.

The above mentioned hold is in effect from the date this signed contract is received through May 8th, 2009 at which time the agreement will expire if the deposit has not yet been paid.

If this agreement should expire the student's incomplete application will be placed on 'stand by' status until such time as the deposit is paid. When the deposit becomes paid the student will be placed in housing where available with no guarantee of housing placement or location.

It is the responsibility of the student to pay the required deposit to the Business Office by the assigned deadline. The Office of Residence Life takes upon itself the responsibility of accurately monitoring the account status of the student to determine the date of deposit receipt and to place the student in an appropriate and timely manner.

When the deposit is paid and the resident is placed, a notification of successful placement and placement location will be sent to the student. In the event that the application gets placed on 'stand by' status the Office of Residence Life will notify the student of this change in status.



I, the undersigned have read and understood the terms and conditions of the housing contract in its entirety. By signing this contract I am officially submitting a student housing application which will act as a room reservation for the Fall of 2009. I understand that my reservation is dependant on my submittal of a \$100 dollar housing deposit payable to the McKendree University Business Office. I am aware that in order to retain my room as originally requested I must file my deposit by the date of May 8th 2009. I fully understand that should I fail to do this my application will be subject to availability and I will lose all priority to make rooming requests.

Student Name: _____	Application in: <input type="checkbox"/> Yes <input type="checkbox"/> No
Student Signature: _____	Date: / / 2009
Contact Number: (____) _____ - _____	Deposit in: <input type="checkbox"/> Yes <input type="checkbox"/> No

It is the responsibility of each student to ascertain the status of their individual housing application. Placement of residents are subject to completed applications and deposits being paid *in full*. Applications for returning students will be accepted through July 1st but priority placement will be given to those who sign up during the scheduled returning student sign up days. This contract will hold a room assignment in process through May 9th.