

MCKENDREE UNIVERSITY HOUSING AND MEAL PLAN CONTRACT

Academic Year 2019-2020

This document and those referred to within it constitute the terms and conditions of the McKendree University Housing and Meal Plan Contract. It is a legal and binding agreement with McKendree University. Failure to read this agreement, the information provided on the Residence Life section of the McKendree University website or other distributed materials do not excuse a student from complying with the terms and conditions, rules, policies and procedures contained therein.

1) Scope of the Contract

- a) To provide student housing at the highest value and lowest possible cost, there must be a consistent occupancy level in our residential facilities.
 - i) All full-time (12+ credit hours) undergraduate students are required to live in University Housing.
 - ii) University Housing is not guaranteed for graduate students or part-time undergraduate students and is dependent on availability.
 - iii) The University does not offer housing for family units (e.g. spouses or dependents). Undergraduate students with family units should submit an application for housing exemption, if interested (*See Section 9, A*).
- b) McKendree University Student Housing (housing) refers to all University managed residential properties that are overseen by the Office of Residence Life, such as residence halls, suites, apartments, houses, etc. This currently includes: Baker Hall, Barnett Hall, Hunter Street Apartments, McKendree West Apartments, Residence Hall East, Residence Hall West, the Suites, University Commons, Walton Hall but could also include additional properties purchased or leased by the institution between the renewal dates of this contract.
- c) Changes may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Residence Life.

2) Duration of the Contract

- a) This contract is for the entire Academic Year 2019-2020.
 - i) Fall occupancy periods will be from 8:00 am on August 23, 2019, to 12:00 noon on December 15, 2019.
 - ii) Winter Break housing is available between the fall and spring semester (*See Section 7, C, 2*).
 - iii) Spring occupancy periods will be from 8:00 am on January 10, 2020, to 12:00 noon on May 10, 2020.
 - iv) Summer Break housing is available between the spring and fall of the next academic year (*See Section 7, C, 3*).
- b) It will not be canceled unless the student falls outside of the scope of the contract or their request for an exemption (*See Section 9, A*) is approved.
- c) Any student who remains enrolled, but withdraws from housing during the contract period, without being released from this agreement, will forfeit their deposit and be required to pay the rate determined by the contract cancellation terms (*See Section 9*).

3) Responsibilities of the Student

- a) Students are expected to:
 - i) make complete payments for all institutional charges;
 - ii) notify the Academic Records Office of any changes in addresses or contact information;
 - iii) abide by the McKendree University's Student Handbook (located on the University website), which are incorporated by reference and made a part of this contract;
 - iv) honor the terms and conditions stated in this contract; and
 - v) read and act appropriately upon all communication distributed by the Office of Residence Life.
- b) You must be able to perform your own independent tasks or provide an attendant to assist you. You are responsible for your own self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. You are expected to utilize the various resources available to provide care for yourself. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave the University Residence Halls.

4) Responsibilities of the University

- a) The University agrees to provide each resident with a bed, dresser, closet space, desk, and desk chair.
- b) The University will make every reasonable effort to provide students with access to Wi-Fi but it is not a guaranteed amenity to the student as part of this contract. Interruptions in Wi-Fi may occur on a temporary basis.
- c) The University agrees to provide reasonable amounts of heat, water, electricity, and air-conditioning.
 - i) If an interruption occurs, the University agrees to restore the affected service within a reasonable amount of time.
 - ii) Interruptions on a temporary basis for the reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract and the University assumes no responsibility for damages such as food spoilage.
- d) The University agrees to provide trash removal in designated areas and to clean common hallways, communal restroom facilities, lounges, and general public areas on a regular basis.
- e) The University is not responsible for theft, loss, or damage to a student's or other persons' personal property, money, or valuables, and encourages all students to carry appropriate insurance concerning protection against such losses.
- f) 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/apartment for purposes of inspection, verification of occupancy, improvements, or repairs. However, the University reserves the right of entry without prior notice in emergency situations posing a threat to health and safety of person or property and for such purposes as are reasonably necessary to preserve order and address suspected policy violations.

5) Billing and Payments

- a) Financial arrangements must be completed through the Business Office prior to move-in and must adhere to all student payment deadlines or plans established by the University.
- b) Housing and Meal Plan Payments
 - i) The student is legally responsible for payment of the housing and meal plan rates established and published by McKendree University on the Residence Life website.
 - (a) Housing charges and refunds will be prorated based on the date the student officially withdraws from their housing assignment as indicated by their completed room condition report.
 - (b) Because meal plans are charged based on weekly usage, meal plan charges and refunds will be prorated based the weekly billing day that occurs after the students has checked out. The student will be charged for a full week of meals, never a partial week.
- c) Damages
 - ii) Students will be billed for damages to their assigned space. Students will be notified via their McKendree student email of any charges due to the University for damages and will have 30 days from the date of notification to file an appeal.
 - iii) Liability charges from damages done in common areas may be prorated among all students on a floor or in a building unless the responsible party is identified.
 - iv) Keys and IDs issued by the institution are the property of the University. Should the student lose or damage their key(s) or ID(s), they will be assessed a fee for replacement.
 - (a) Replacing a mailbox key is a \$75.00 charge.
 - (b) Replacing any other single key or combination of keys is a \$200.00 charge.
 - ii) Where two or more residents occupy the same space and responsibility for damage or loss in the space cannot be ascertained by the Office of Residence Life, the cost of damage or loss will be divided and assessed equally among all the residents of the space when the damage was noted.
 - iii) Appealing Charges
 - (a) Appeals must be made in writing within 30 days of the sent date for charge notification emails. It is the responsibility of students themselves to appeal charges.
 - (b) Appeals may be sent via email or post and must include the following information: name and student identification number; room number and building; damage, fine, or fee you are appealing (amount and descriptions); specific reasons why you are appealing room damages; and contact information where the Office of Residence Life can reach the student to discuss the appeal/charges

- (c) For students appealing based on another individual being responsible for the damage, the Office of Residence Life must receive a letter from that individual taking responsibility for the damage before the charges will be removed from the student's account.
- d) Indebtedness
 - i) Failure to make payment as prescribed does not relieve the student of accumulated housing fees while in University housing.
 - ii) All institutional fees, including those for housing and the meal plans, and all loans, fines, damage assessments, and other charges must be paid on time. If all financial obligations are not met on time, administrative sanctions may be imposed. Sanctions may include the withholding of: transcripts, grades, permission to register, degree and diploma, permission to attend class, and loss of current and/or future housing and meal plan privileges.
 - iii) In the event of any default, the student will be obligated to pay all collection costs and attorney fees incurred by the McKendree University in the collection of these charges.

6) Room Assignments

- a) Determining Housing Assignments
 - i) All assignments are made without regard to race, sexual orientation, religion, or national origin, and the University rejects all requests for assignment changes based upon these reasons.
 - ii) Requirements to Receive an Assignment
 - (a) Full-time registration in courses for the following semester before the priority deadline (June 1 for fall; January 1 for spring). Students who register after the designated date will be assigned on a rolling basis so long as all other requirements are met and space is available.
 - (b) Receipt of Medical History & Immunization Record -This record, required by the state of Illinois (77 Ill. Adm. Code 694), must be completed, signed by a physician, and submitted to the Office of Health Services before the student is permitted to attend classes or move into the residence halls.
 - (c) Credit Hour Requirement
 - (i) All student, regardless of credit hours, can reside in Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, the Suites, and Walton Hall.
 - (ii) Students must have at least 30 credit hours of college experience to reside in the Hunter Street Apartments, the Triplex unites, and McKendree West Apartments.
 - iii) Incoming students (first-year and transfer) are assigned housing based on the following criteria:
 - (1) date of received application;
 - (2) indicated housing and roommate preferences; and
 - (3) space availability.
 - iv) Returning students are assigned housing during the Housing Renewal Process. An outline of this process will be provided to students by the Office of Residence Life. Returning students who fail to renew their housing will be automatically assigned by the Office of Residence Life after all other assignments have been made.
 - v) Students are not guaranteed a specific room, particular room type, residential area, learning community, themed housing unit, or roommate(s). However, the Office of Residence Life will do its best to honor student preferences.
- b) A student may not sublease or rent their assigned room, nor may they permit another person to share or utilize their room assignment who is not assigned to the space.
- c) Changes to Assignments
 - i) Students may obtain permission to change rooms or buildings during specified room change periods. The student agrees to have prior written approval before making a room change and to follow the room change procedures established and provided by the Office of Residence Life. Unauthorized moves will result in a \$75.00 fee.
 - ii) A student who is not registered full-time for classes as of June 1 or January 1 for the given semester, or who drop their classes after June 1 or January 1 for the given semester, may be removed from their housing assignment. If the student re-registers at a later date, their previous housing assignment is not guaranteed to be available.
 - iii) If housing demand exceeds capacity, the University reserves the right to use a limited number of temporary room assignments on campus.
 - iv) The University reserves the right to modify room assignments:
 - (1) for disciplinary reasons or unresolvable roommate incompatibility;

- (2) health or safety reasons;
 - (3) to protect or repair University property;
 - (4) to meet the needs of the University community; or
 - (5) consolidation due to vacancy - When a student is without a roommate, there are a number of options:
 - (i) move into another room with a chosen roommate;
 - (ii) have a new roommate move in;
 - (iii) accept the placement of a new roommate if made by the Office of Residence Life; or
 - (iv) pay extra to keep the room as a single, if the University permits (*See Section 6, d, ii, (2)*).
 - v) Students assigned to the same housing assignment as Residence Life staff in Baker, Barnett, or Walton Halls may be subject to relocation to a new assignment as space becomes available.
- d) Types of Assignments
- i) Multiple Occupancy: All assignments are multiple occupancy (two, four, or six residents per assignment) except in the situations described under Single Occupancy.
 - ii) Single Occupancy:
 - (1) Medical Single Occupancy assignments are made only at the discretion of the University, typically for students who, due to medical or other reasons, cannot or should not be assigned to a double occupancy space.
 - (i) Students who believe they require a single occupancy room for physical or mental health reasons should contact the Office of Disability Services for approval. Students are encouraged to complete this process before receiving a housing assignment.
 - (ii) There is no additional fee for students approved for a Medical Single Occupancy assignment.
 - (iii) A medical single assignment is only guaranteed if space is available at the time the student's request is approved.
 - (2) Requested Single Occupancy assignments are permitted, at the discretion of the University, to students who request to "buy-out" the other half of their living space. Students may only "buy-out" one additional space in their assignment. Students who are approved to "buy-out" their room must pay the additional fee which is 50% of the original rate of their assignment. The University reserves the right to deny any student a Requested Single Occupancy assignment based on housing availability and other such factors.
 - (3) At the discretion of Residence Life, if a student refuses to accept a roommate as part of consolidation due to vacancy, then they may be retroactively charged the additional 50% "buy-out" fee for the entire time the room has had the vacancy.

7) Occupancy Policies

- a) Move-In Procedures
 - i) Early Arrivals: Should a student move into their assignment prior to their designated move-in date, the student will be charged a daily early arrival rent rate of \$25.00 per day. Students are not permitted to enter their housing assignment prior to their designated move-in dates, except when approved by the Office of Residence Life for the below-listed instances:
 - (1) Students required to be on campus for athletics
 - (2) Students required to be on campus for early start courses
 - (3) Students required to be on campus for sanctioned University activities
 - (4) Students granted exception status by the Director or Assistant Director of Residence Life
 - ii) The student must claim their assignment before 5:00 PM on the first day of classes for any given semester.
 - (1) The student claims their room by checking in with a Residence Life staff member in person OR by notifying the Office of Residence Life that their arrival will be delayed.
 - (2) A student who does not claim their assigned room by 5:00 PM on the first day of classes will be considered a "no show," and their assignment may be canceled. If the student is still enrolled in classes full-time, their housing costs will not be removed. The student's housing assignment will be pulled. If the student desired to move onto campus after this time, their reassignment will be based on housing availability.
- b) Move-Out Procedures

- i) The student agrees to follow procedures established for checking out of their room upon completion or cancellation of this contract. These procedures will be shared by the Office of Residence Life in multiple formats at the end of the semester. Mid-semester checkouts will receive an email with notification of the checkout procedures. Failure to check out as described will result in a \$75.00 improper check-out fee.
- ii) All students must remove their belongings from their rooms at the end of the contract period by noon the Sunday after Lebanon campus's final exams are completed for the semester. Any belongings left after 12:00 PM on the Sunday after final exams week will be disposed of and the student(s) will be charged for their removal.
- c) Occupancy During Break Periods
 - i) Thanksgiving and Spring Break: Students are not required to stay during these time periods, but may leave personal belongings in their rooms.
 - ii) Winter Break: Students who wish to stay during the Winter Break must submit the electronic Winter Stay Form by the designated date to the Office of Residence Life and be approved to have access to their residential area during this time. The following rooms are approved reasons to stay for Winter Break:
 - (1) International Students Status / Home is not in the continental United States
 - (2) Athletics
 - (3) All students registered for the incoming spring semester may leave personal belongings in their rooms during the Winter Break.
 - iii) Summer Break: Students who wish to stay during the Summer Break must apply to stay in Summer Housing by submitting the Summer Housing Form by the designated date to the Office of Residence Life. Students approved to stay in Summer Housing must move in and out of their designated Summer Housing assignment by the pre-determined dates set by the Office of Residence Life. Students who stay in Summer Housing will be required to pay the Summer Housing fees set by the University Business Office by July 31 of the same term.

8) Food Service

- a) All McKendree University students can purchase a meal plan or flex dollars (Munch Money, McKendree Flex, etc.); however, meal plans are required for students living in the following residence halls: Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, the Suites, and Walton Hall.
- b) Meal Plan Selection:
 - i) Meal plan options and their rates are provided on the Residence Life website.
 - ii) Students select their meal plan on their housing application.
 - iii) Meal plans may be changed through the Office of Residence Life until the due date specified on the Residence Life website.
 - (1) Students will receive a full refund of the meal plan, less any charges for usage, if canceled by this date.
 - (2) When a student changes to a smaller meal plan by this date, their charges will be prorated between the two meal plans.
 - iv) Meal plans may not be canceled past the deadline unless the student is moving to residential area where a meal plan is not required or as otherwise designated by the Director of Residence Life.
- c) Meals and Flex Dollar Usage:
 - i) Meal Plan swipes can only be used at Ames Dining Hall. Those students with a 15 or 19 meal plan can use the Meal Exchange Program in 1828 Café during the listed times on the Residence Life Website.
 - ii) Flex Dollar & Bogey Bucks options can be used at 1828 Café or Ames Dining Hall.
 - iii) This contract does not provide for meals during Thanksgiving, Winter, Spring, and Summer breaks.

9) Contract Cancellation

- a) Cancellation by the Student
 - i) The only reasons that a housing contract can be canceled after published deadlines for the next academic year/semester are for the following University-sanctioned reasons:
 - (1) studying abroad during the semester;
 - (2) participating in any of the following that occur outside a 30-mile radius: a full-time internship, a required clinical, an approved co-op, or student teaching
 - (3) transferring, withdrawing, or graduating

- ii) In order to cancel the contract without penalty and receive a full refund, the Office of Residence Life must be made aware of the previous reasons by the student. The Office of Residence Life will then verify the student's reason with the appropriate University department.
 - iii) All other withdrawals will be given a partial refund as described in Section 5, b,1,(a).
 - iv) Students wishing to live off campus must submit an Application to Waive the Residency Requirement for consideration by the Housing Waiver Committee.
 - (1) To be eligible for a waiver, the student must, at the beginning of the term for which the application is being submitted, meet one of the following criteria:
 - (a) is 21 years of age and hold senior class status (90+ credit hours);
 - (b) is married;
 - (c) has custodial care for a dependent;
 - (d) is a veteran with at least two years of active military service;
 - (e) commutes from the permanent residence of a legal guardian that is within a 30-mile radius of the University;
 - (f) experiencing a financial hardship typically only as the result of dramatic life change; or
 - (g) has medical documentation supporting off-campus residency.
 - (2) Waiver applications and required documentation can be obtained from the Residence Life website and must be received by the Office of Residence Life (Clark 109 or reslife@mckendree.edu) on or before July 1 for the following Fall Semester or January 1 for the following Spring Semester.
 - (3) The Housing Waiver Committee reserves the right to:
 - (a) deny eligible waivers if they are submitted after the deadlines listed; and
 - (b) approve ineligible waivers for other extenuating circumstances.
 - (4) Students should not consider themselves released from this contract nor the Residency Requirement policy prior to receiving written approval via email from the Office of Residence Life.
 - v) Failure to cancel the contract on or before the last day of finals week of the fall semester will result in the student being assigned housing for the spring semester; the student will be charged accordingly.
 - vi) Unacceptable Contract Cancellations:
 - (1) Selecting "off campus" on a student FAFSA file does not constitute a cancellation of the contract.
 - (2) Failure to claim or occupy an assigned room does not constitute cancellation of the contract.
 - (3) The signing of an additional contract off-campus does not constitute a cancellation of the University contract.
 - (4) 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 the University or other employees, shall not be considered grounds for cancellation of this contract by the student.
 - vii) Cancellation with No Refund - A student who vacates their housing assignment at any time during the academic year while remaining enrolled full-time will continue to be responsible for the payment of their housing assignment in addition to any damages caused.
- b) Cancellation by the University
- i) The University reserves the right to refuse admission or readmission to University Housing to a student.
 - ii) The University reserves the right to void the contract for reasonable cause.
 - (1) A student on academic dismissal whose contract has been voided by the University must vacate University Housing within 72 hours of notification. The unused housing payment, minus damages and outstanding obligations to the University, will be refunded.
 - (2) 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, the University reserves the right to, at its discretion, void the contract. In such cases, the unused portion of the housing payments, less any damages for which the student is responsible and outstanding obligations of the University, will be refunded.
 - iii) The University reserves the right to remove a student from housing at any time.

MOLD AND MILDEW ADDENDUM

1) Definition:

Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth.

2) Climate Control

The resident agrees to use all air-conditioning and heating systems in a reasonable manner. The student should keep the premises properly ventilated by periodically opening windows during dry weather only, to allow the circulation of fresh air.

3) Resident agrees to:

- a) Keep the premises clean and regularly dusted, vacuumed and mopped;
- b) Use hood vents when cooking, cleaning and dishwashing;
- c) Keep closet doors ajar to allow for proper circulation;
- d) Avoid excessive amounts of indoor plants;
- e) Use exhaust fans when bathing and showering and leave the fan on for an additional ½ hour afterward to remove moisture;
- f) Wipe down any moisture and/or spillage;
- g) Wipe down bathroom walls and fixtures after bathing and showering;
- h) Hang shower curtains within the bathtub when showering;
- i) Utilize a shower curtain that contains all water to the tub area while showering;
- j) Leave the bathroom and shower doors/curtains partially open after use;
- k) Remove any moldy or rotting food immediately;
- l) Remove garbage regularly;
- m) Wipe down any and all visible moisture;
- n) Wipe down windows and sills if moisture is present;
- o) Periodically inspect for leaks under sinks;
- p) Open blinds/curtains to allow light into premises; and
- q) Wipe down floors after water and liquid spillages.

4) Resident(s) shall report the following to Residence Life:

- a) Any visible or suspected mold;
- b) All A/C or heating problems, leaks, moisture accumulations, and major spillage;
- c) Shower / bath / sink / toilet overflows or leaky faucets/plumbing;
- d) Discoloration of walls, baseboards, doors, window frames, and ceilings;
- e) Moldy clothing;
- f) Refrigerator and air-conditioning drip pan overflow;
- g) Moisture dripping from or around any vents or air-conditioner condenser lines; and
- h) Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops.

5) SMALL AREAS OF MOLD:

If mold has occurred in a small non-porous surface such as ceramic tile, Formica, flooring, metal, or plastic, (and the mold is not due to an ongoing leak or moisture problem), the resident must clean the areas with soap (or detergent) and a small amount of water and then let the surface dry. The resident should then (within 24 hours) apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®.

6) VIOLATION OF ADDENDUM:

The resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, resident(s) failure to notify Residence Life of any mold, mildew, or moisture problems immediately.