

TERMS AND CONDITIONS OF THE HOUSING AND MEAL PLAN CONTRACT

REVISED 01/31/2018

I. General Provisions

- A. All full-time (12+ credit hours) undergraduate students are required to live in University Housing.
- B. Housing is not guaranteed for graduate students or part-time undergraduate students and is dependent on availability for these populations.
- C. Parental consent is implied when students under 18 years of age submit their agreement to this contract.
- D. The University does not offer spousal or family units in University Housing. Undergraduate students with spouses or families should submit an application for housing exemption (see section VII).
- E. The Office of Residence Life will send notices/correspondence to the applicant's McKendree e-mail address and/or the e-mail address shown on the student's completed housing application. It is the responsibility of the student to notify the Academic Records Office of any changes in e-mail address.

II. Duration of Contract

- A. This contract becomes effective and constitutes a binding agreement upon execution of this agreement between both parties and payment of the damage deposit.
- B. This contract is binding for the duration of the student's stay in University housing. It will not be cancelled until the student graduates or requests, and is approved, for off campus housing.
- C. Any student who remains enrolled, but withdraws from University 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

III. Payments

- A. Room, Board, and Meal Plan Payments
 - i. The student is legally responsible for payment of the housing, room, and board rates established and published by McKendree University on the Residence Life Website for the posted academic year.
 - ii. Room and meal plan charges, as well as refunds, will be determined by the date the student officially withdraws from their housing assignment in cases of contract cancellation.
 - 1. In the event of an approved cancellation of the meal plan portion of the contract during the academic year, refunds will be prorated.
 - iii. 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.
 - iv. Failure to make payment as prescribed does not relieve the student of accumulated housing fees while in University housing. The student understands that nonpayment may result in denial of residence hall accommodations and services, as well as University registration and access to grades, transcripts, and diplomas, until the amounts due are paid.
- B. Damage Deposit
 - i. A \$200.00 deposit is required to file this contract, and serves as a combination room reservation, damage, cancellation, and room checkout deposit.
 - ii. This deposit may be carried over to the following academic year upon fully meeting the terms and conditions of the contract for the current academic year.
 - iii. The deposit does not apply toward housing fees or other University obligations unless the resident fails to meet the payment schedule and therefore accumulates a past due obligation with the University.
 - iv. The deposit may be forfeited as a result of the following: cancellation of this contract, failure to check-in by the first day of classes, failure to check out properly, or having room damages and/or missing equipment.
 - v. Written notice of contract cancellation must be made to the Office of Residence Life in order to receive a damage deposit refund.

C. Damages

- i. Students will be billed for damages to their assigned room. 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.
- ii. 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.
- iii. Keys and keycards issued by the Office of Residence Life are property of the University; should the student lose or damage their keys, they will be assessed a fee for replacement.

IV. Room Assignments

A. Requirements to Receive an Assignment

- i. Admission to the University
- ii. 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.
- iii. Completion of Online Housing Application
- iv. Receipt of Medical History & Immunization Record
 1. This record, which is required by the state of Illinois, 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.
- v. Receipt of Damage Deposit

B. Determining Housing Assignments

- i. 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.
 1. 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.
- ii. 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
 3. Space availability
- iii. Every reasonable consideration will be given to students' preferences for housing accommodations, room, and roommate(s).
- iv. Students assigned to the same housing assignment as Residence Life staff in Baker, Barnett, or Walton Halls may be subject to relocate to a new assignment as space becomes available.
- v. Students are not guaranteed a specific accommodation, room, or roommate(s).
- vi. 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.
- vii. A student who is not registered full-time for classes by 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.

C. 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.
 1. A student assigned to a double occupancy room who does not have a roommate may be required to either move to an open space, find a new roommate, or be given a new roommate.
- 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. Students who believe they require a single occupancy room for physical or mental health reasons

should contact the Office of Disability Services for approval. There is no additional fee for students approved for a Medical Single Occupancy assignment. Students are encouraged to complete this process before receiving a housing assignment. 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.
 - iii. University-leased Properties: Properties leased by the University, such as McKendree West, or Perryman/University Commons apartments, are considered on-campus housing and students living in these properties are held to the same standards and responsibilities as all McKendree students living in campus housing.
- D. Changes to Assignments
- i. Students may obtain permission to change rooms or buildings during specified room change periods. The student agrees to observe the room change procedures established by the Office of Residence Life and to have prior written approval before making a room change. Unauthorized moves will result in a \$75.00 fee.
 - ii. 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.
 - iii. The University reserves the right to modify room assignments for disciplinary reasons, catastrophe, closing of the facility, or unresolvable roommate incompatibility.
 - iv. If housing demand exceeds capacity, the University reserves the right to use a limited number of temporary room assignments on campus.

V. Dates of Occupancy

A. Move-In Dates and Procedures

- i. The student must claim their assignment **before 5:00PM 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. The student's failure to claim their assigned room could result in reassignment or denial of campus housing.
 3. A student who does not claim their assigned room by midnight of the first day of classes will be considered a "no show," and their assignment may be cancelled immediately with no refund of the damage deposit. If the student is still enrolled in classes full-time, their assignment and housing costs will not be removed.
- ii. Move-In Dates: Official move in dates for the fall and spring semester can be located on the Residence Life website.
- iii. Early Arrivals: Students are not permitted to enter their housing assignment prior to their designated move-in dates, except in the below listed instances. Should a student move in to their assignment prior to their designated move-in date, the student will be charged a daily early arrival fee of \$25.00 per day.
 1. Early Arrival Exceptions:
 - a. Students required to be on campus for athletics
 - b. Students required to be on campus for early start courses
 - c. Students required to be on campus for sanctioned University activities
 - d. Students granted exception status by the Director or Assistant Director of Residence Life

B. Move-Out Dates and Procedures

- i. The student agrees to follow procedures established in the Student Handbook, or within individual residential areas, for checking out of their room upon completion or cancellation of this contract, or when moving to another room assignment.
 1. Failure to check out as described will result in a loss of the damage deposit, in addition to any damage and cleaning charges assessed against the student.
- ii. All students must remove their belongings from their rooms at the end of the contract period by noon the Sunday after Lebanon campus final exams are completed for the semester.
 1. Any belongings left after 12:00PM on the Sunday after final exams week will be disposed of.

- 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. All students 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 June 30th of the same year.

VI. Food Service

- A. All McKendree University students are permitted to purchase a meal plan or flex dollars; however, meal plans are required for students living in the following residence halls:
 - i. Baker Hall
 - ii. Barnett Hall
 - iii. Residence Hall East
 - iv. Residence Hall West
 - v. The Suites
 - vi. Walton Hall
- B. Meal Plan Selection:
 - i. Meal plan options are provided on the Residence Life website.
 - ii. Students select their chosen meal plan on their housing application.
 - iii. Meal plans may be changed through the Office of Residence Life until the 2nd Monday of each semester. Students will receive a full refund of the meal plan, less any charges for usage, when meal plan costs are lowered as the result of a change.
 - iv. Meal plans may be changed past the deadline in cases of a change of housing assignment or as otherwise designated by the Director or Assistant Director of Residence Life.
- C. Meals and Flex Dollar Usage:
 - i. Meal Plan swipes can only be used at Ames Dining Hall.
 - ii. Flex Dollars 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.
 - iv. **Meals are non-transferable. Students may not use their Meal Plan swipes to purchase meals for other individuals.**

VII. Contract Cancellation

- A. Cancellation by the Student
 - i. Students must go through the official contract cancellation process to be released from the terms of this contract. The cancellation process is outlined on the Residence Life website.
 - 1. 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.
 - ii. Actions Not Constituting Official Cancellation By the Student
 - 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. Signing of an additional contract off-campus does not constitute a cancellation of the University contract.
 - iii. 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.
- iv. Cancellation with a Full or Partial Refund

1. A written notice of withdrawal from the University must be received by the Office of Residence Life before the first day of class of each semester to cancel the contract without penalty and receive a full refund.
 2. A student who continues to attend the University but seeks to cancel the contract because of extenuating circumstances or demonstrated need must submit an **Application to Waive the Residency Requirement (Section VII.C.)**.
- v. Cancellation with No Refund
1. 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.
- vi. Exemptions from Contract
1. A student who withdraws at the end of the fall semester due to graduation will be exempt from the remainder of the contract.
 2. A student who withdraws due to University-sponsored study abroad will be exempt from the contract for the time period required to complete study abroad requirements.
- 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 rental payment, less 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 rental 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.
 1. A student removed from housing or from the University entirely 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 in outstanding obligations to the University.
- C. Application to Waive the Residency Requirement
- i. Students wishing to live off campus must submit an Application to Waive the Residency Requirement for consideration by the Housing Waiver Committee.
 - ii. 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:
 1. The student is 21 years of age **and** holds senior class status (92+ credit hours),
 2. The student is married,
 3. The student has custodial care for dependent children,
 4. The student is a veteran with at least two years of active military duty,
 5. The student is commuting from the permanent residence of a legal guardian (must be within a 30-mile radius of the University),
 6. The student is unable to live in University Housing or University-certified Housing due to financial hardship, or
 7. The student has medical documentation supporting off-campus residency.
 - iii. Waiver applications can be obtained from the Residence Life website and must be turned in to the Office of Residence Life (Clark 111) **on or before July 1** for the following Fall Semester or **January 1** for the following Spring Semester.
 - iv. The Committee reserves the right to deny waivers submitted after the deadlines listed.
 - v. Students should not consider themselves released from this contract nor the Residency Requirement policy prior to receiving written approval from the Housing Waiver Committee.

VIII. Responsibilities of the Student

- A. The student agrees to observe all published University and Residence Life policies and regulations.
- B. Students must comply with all federal, state, and local laws, regulations, and ordinances while in residence.
- C. Students are expected to conduct themselves with proper regard for the rights, property, and privileges of other students within the framework of good community living. Individuals whose behavior violates these expectations may be subject to disciplinary action, in accordance with University policies and regulations.

IX. Responsibilities of the University

- A. The University agrees to provide each resident with a bed, chest of drawers, 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 and interruptions 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, baths, 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 does not assume financial responsibility for medical care; payment for medical care is the responsibility of the student. The University offers a second-pay, accident only insurance policy for students.
- G. 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 life or property, and for such purposes as are reasonably necessary to preserve order and discipline.