

CONTRACT CONDITIONS

1. This is a Contract. Read thoroughly. It is understood and agreed that:

- A. The Contract is for residence hall accommodations for the ENTIRE academic year or remaining part thereof unless otherwise approved by the Chief Housing Officer, or by his/her designee, and noted on the Contract, or terminated under this Contract.
- B. Residence hall accommodations are defined as any space in The University of Akron housing system and not a particular room or building. The University, at its sole discretion, may assign, reassign and/or augment design capacity to living areas in order to meet demand for housing applications and assignments.
- C. This Contract must be accompanied by a NON-REFUNDABLE PREPAYMENT (except as outlined in #2 below) of \$150.00 ("Prepayment") and the Meningitis/Hepatitis B Disclosure Form when Contract is submitted to the University.
- D. This Contract will be accepted only from a person who has been admitted as a Student and paid the Confirmation Fee to the University. Post Secondary students are not eligible to reside on campus. Students with a plea of guilty to, a finding of guilty by a referee, jury or court, or a conviction of any of the following may disqualify a student from residing on-campus: (1) a felony; (2) a sexual offense, as defined in chapter 2907 of the Ohio Revised Code; (3) an offense of violence, as defined in section 2901.01 (A) (9) (a) of the Ohio Revised Code; (4) a theft offense, as defined in section 2913.01 (K)(1) of the Ohio Revised Code; and (5) conduct substantially comparable to (1) through (4) above, occurring in a jurisdiction outside the state of Ohio.
- E. All University freshmen are required to reside in University owned/operated residence halls unless pre-qualified for exemption to this policy as outlined below and so long as space is available. Exemptions to the Freshmen Residential Policy include: permanent home residence with parents or legal guardians who reside in Medina, Portage, Stark, Summit or Wayne counties; registered for fewer than 12 credit hours; 21+ years of age; military experience 1+ years; married (proof of marriage required); student having parental or custodial care responsibilities (proof of custodial care required); demonstration of acceptable extenuating circumstances with documentation (e.g. medical, religious). Freshmen Residential Exemption Petitions must be filed with, and approved by the Department of Residence Life and Housing to be exempt from living in University owned/operated residence halls.
- F. Before Student may reside in residence halls, s/he must be registered for a minimum of twelve (12) credit hours during the Contract term(s). Failure to maintain minimum credit hour registration will terminate this Contract and Student will be required to immediately vacate the residence hall. However, if the Student subsequently satisfies the minimum credit hour registration requirement, the terms and conditions of the

Contract will remain in effect. Exceptions must be approved by the Chief Housing Officer or his/her designee.

- G. Before any Student may reside in residence halls, the Student, and if a minor the Student's parents or legal guardian(s), shall pay or make arrangements to pay to the University the required fees for service by the designated due dates as adopted by the University Board of Trustees. The University, in the event of changes in economic conditions and/or budgetary restrictions, shall have the right to change rates charged and/or payment(s) due for room fees upon written notice to the Student.
- H. The balance of fees for each semester is due and payable according to the fee schedule specified on the University website. Failure to pay room fees by the established and published due date will terminate this Contract and the Student will be required to immediately vacate the residence hall.
- I. Student's use of residence halls is subject to the conditions of this Contract, superseding all previous Contracts and understandings as well as any verbal statements or telephone conversations made with the Student or Student's parents or legal guardian(s) concerning this Contract.
- J. Requests for disability-related housing accommodations should be submitted directly to the Office of Accessibility; Simmons Hall; Akron, OH 44325-6213. In order for accommodation requests to be considered for housing assignments, students must submit documentation to the Office of Accessibility as soon as possible, preferably prior to or at the time the Housing Contract is submitted to the Department of Residence Life and Housing. Physical assistance evacuating the residence hall may be available for students unable to use stairs to evacuate. Further information is available in the Residence Hall Handbook, which is incorporated by reference. It is understood that qualifying for disability-related housing accommodations does not guarantee a room assignment.
- K. The Student's signature affirms and represents that all information provided on the Contract is accurate and complete. It is understood that information included on the Contract may be verified by University at any time, including random verification of background information and criminal history. Results of criminal background checks will be made a part of the Student's education record; but such records also may be public records and subject to disclosure pursuant to Ohio's public records law.
- L. As part of the application to reside in University residence halls, Student's signature, or parent's signature when Student is under the age of 18, denotes consent to a criminal background search and authorizes the University to obtain and review criminal records and dispositions through a method deemed appropriate by University. If denied the opportunity to reside in University residence halls on the basis of information received from a criminal background check, Student may request and will be provided with a copy of the information. If Student disagrees with the accuracy of any information concerning the criminal background check, Student will notify University of any challenge to the information within five (5) days of receipt of the

report. The University will not make a final decision regarding Student's eligibility to reside in the University residence halls until Student has had a reasonable opportunity to address the accuracy of information.

2. **Refund/release and forfeiture policy.** A refund of paid housing accommodations fees, including Prepayment, will be paid in the following situations:
 - A. A full refund of paid room fees and the Prepayment under the following circumstances:
 1. Graduation of the Student from The University of Akron;
 2. Academic dismissal of the Student from The University of Akron;
 3. Non-attendance or complete withdrawal by the Student from The University of Akron prior to the start of the Contract term (except Prepayment which shall be forfeited). Prepayment will be refunded for new entering, transfer and graduate students when notification of intent to break Contract is received prior to the fifteenth of May for the following fall semester and the fifteenth of October for Contracts initiated for spring semester; or
 4. Mandatory or recommended participation in academic programs of The University of Akron requiring the Student to commute regularly beyond the Akron metropolitan area (e.g., student teaching or co-op assignments). Documentation from the University department affiliated with the program is required at the time of cancellation.
 - B. Once occupancy has been established (i.e. acceptance of room keys and signing occupancy document) and the Student remains enrolled at The University of Akron, the Student must petition for contract release and the Student will only be released if able to demonstrate extenuating circumstances.
 - C. If the Student is released from the Contract, either by petition or non-enrollment for the then current term, the Student will be subject to a refund schedule based on a percentage refund from the first day of class through the twenty-eighth calendar day. In addition, if the Student is granted release from the Contract after taking occupancy during the fall term or prior to the twenty-eighth calendar day of the spring term, a cancellation fee of two hundred dollars will be charged.
 1. Refund policy for housing charges:
 - a. First day of class through day seven equals ninety percent refund;
 - b. Day eight through day fourteen equals eighty percent refund;
 - c. Day fifteen through day twenty-one equals sixty percent refund;
 - d. Day twenty-two through day twenty-eight equals forty percent refund; and
 - e. Day twenty-nine or after equals zero percent refund.

2. The housing refund date will be established based on the date that the Student officially surrenders use of the university housing and returns all appropriate keys (room and apartment keys) to university staff and satisfies university mandated housing separation requirements and procedures.

D. A student shall remain responsible for the full cost of the then-current residence hall contract term if the University, in its sole discretion, terminates the Contract:

1. For reasons related to the orderly operation of the residence halls, or for reasons relating to the health, physical or emotional safety and well-being of the persons or property of students, faculty, staff, or University property.
2. If the Student is dismissed or suspended from the University for disciplinary reasons in accordance with law or the rules and regulations of the Board of Trustees (including through the student judicial process); or, if the Student is suspended or placed on terms of disciplinary probation in accordance with laws or rules and regulations of the Board of Trustees, whereby such terms of probation prohibit the Student from residing in University housing accommodations.
3. In the event Student has misrepresented or purposefully omitted any fact on the Contract, specifically as it relates to the report of crime committed by the Student prior to the submission of the Contract. Failure to report may result in the current Contract cancellation and denial of any future Contract submission. The Student is required to report any convictions which fall under 1-D of the Contract Conditions that may occur while the Student maintains an active Contract with the University.

E. **Notice requirements.** All notices of intent to break this Contract must be submitted in writing to the Department of Residence Life and Housing. If the Student is under the age of 18, the written notification of termination must be co-signed by the Student's parent or legal guardian.

3. **No Show Policy.** University will hold Student's assignment until close of business on Wednesday of the first week of each semester. At that time the room will be reassigned, Student's Contract will be canceled and Prepayment will be forfeited, or cancellation fee incurred, whichever is applicable.
4. University will furnish room accommodations during the time the University is deemed "in-session" as determined by the Board of Trustees and as indicated on the University website. Some residence halls may remain open during University break periods (e.g., Thanksgiving, winter/semester break and spring break). Students residing in residence halls that remain open during any of the University's break periods may maintain room occupancy and will be assessed the prevailing per diem rate for the additional services. Students are required to register with the Department of Residence Life and Housing for break period housing.

5. The Student may leave possessions in the Student's room during break periods occurring within the academic year, except that the University may, upon advance notice, require the Student's room to be vacated completely during any such period. The University will not be responsible for any loss or damage, from any cause, to the personal property of the Student. University will not be responsible for any liability whatsoever to person or property of the Student. Student assumes all responsibility for suitable personal and property liability protection during the period of residency, including break periods. The Student is encouraged to obtain personal property insurance. In cases of emergency, Student authorizes University to deliver any or all such property or possessions of Student to the emergency contact or as otherwise designated by Student.
6. University acknowledges, and Student is hereby made aware, that criminal activity, personal injury, and theft may occur, and the risk exists for such future occurrences on University premises, specifically within and around housing and dining facilities. Student agrees to assume responsibility for his or her own personal safety and security, as well as for his or her own personal belongings.
7. The Student must vacate and remove personal property from Student's room within twenty-four (24) hours after withdrawal from the University or termination of this Contract. The Chief Housing Officer or his/her designee may request the Student to vacate Student's room within twenty-four (24) hours after the Student's last final examination each academic session.
8. Student hereby agrees to accept the room assignment as provided by the University. The University agrees to consider information and requests submitted by the Student, but no guarantee of a specific assignment is implied by the University.
9. Discriminatory requests or practices are contrary to the philosophy of the University and will not be considered by the University.
10. University may require the Student to relocate during term(s) of Contract in an effort to consolidate occupancy due to vacancies or to accommodate other operational needs (e.g., remodeling/renovation projects; unusual demand for on-campus housing accommodations; interruption in utility services, etc.).
11. Student agrees to conform to the rules and regulations governing the conduct of Students of the University and residence hall system. Such rules and regulations are set forth in the Residence Hall Student Handbook, the Undergraduate Bulletin of the University, the Student Code of Conduct, the Student Disciplinary

Procedures and Regulations concerning conduct and other published policies of the University as adapted and, from time to time, amended by the University. The Student hereby agrees to abide by any such rules and regulations and the University reserves the right to change such rules and regulations as the University may deem timely and appropriate. Documents and policies referenced are available at www.uakron.edu and the Student agrees that said documents and policies by reference are incorporated in this Contract as a part thereof. The University, as defined by Ohio Revised Code Section 5321.03.1, may terminate this agreement prior to the expiration of the term of this agreement and require the Student to vacate the residence hall after a hearing is held in which it is determined that: the Student's behavior shows a disregard for the residential community and/or the specific living environment; the Student misrepresented any fact on the residence hall Contract; or the Student has violated any term of this Contract or the University's rules and policies. Written notice of the hearing will be given to the Student and will include: the charge, date, time and location of the hearing; the designated hearing officer; a statement of the resident's rights and information on the hearing procedures. Further information about the Student disciplinary procedures may be obtained from the Office of Student Judicial Affairs or at www.uakron.edu/sja. In cases of allegations of misconduct, the residential status of an accused student normally will not be changed while a case is pending against the student. However, in all cases involving felony or misdemeanor charges listed in #1D of Contract that would exclude a student from living in the residence halls, or in cases where the student's continued presence disrupts the good order and discipline of the residence hall community or poses a threat to his or her own physical or emotional safety or to that of others, the University, through the Chief Housing Officer or his/her designee, may immediately suspend the Student from the residence halls. A hearing to determine whether the student is eligible to return to the residence halls shall be held as soon as practicable after the Student's suspension from the residence halls. The Student understands and agrees that a temporary denial of access to the residence halls pursuant to an interim suspension does not constitute a termination of the Contract. In situations of Contract suspension or termination, the University may remove and provide for the safeguarding of all Student's possessions or property in the residence hall whether accompanied by the Student or not.

12. Student agrees not to use residence hall accommodations: for any unlawful purposes; to conduct a personal business enterprise; assign this Contract; and/or to sublet the premises assigned to Student.
13. Student agrees to surrender possession of the premises in as good order and condition as when initially occupied, reasonable use and natural wear and tear thereof, and damages by fire or unavoidable casualty without fault of the Student, excepted. All repairs and maintenance in the residence halls shall be made

only by the University through its authorized personnel. Billing damages and final inspection of Student(s) rooms are at the discretion of Residence Life and Housing staff.

14. Student agrees to use due care in use of the assigned living unit, furniture and appliances therein, and of all other University property. Charges for special cleaning, keys and repairing damages or replacing loss to University property caused by Student(s) and/or Guest(s) lack of due care will be billed to the resident(s) responsible for damages and/or charges. If damage and/or charges cannot be attributed to an individual resident, the amount will be appropriately divided and charged to all resident(s) of the living unit.
15. University officials have the right to enter property owned, leased or operated by the University for purposes of inspecting for cleanliness, orderliness and safety, to perform maintenance and to administer University regulations. Evidence of violations of this code obtained as a result of this entry, may be used in disciplinary proceedings. In cases involving suspicion of misconduct, as defined in this code, except in health, welfare and safety emergencies, student premises and possessions shall not be searched without first obtaining proper authorization from the associate vice president for student affairs/dean of students or his/her designee. Notwithstanding the foregoing, University Police have the right to enter property, subject to the normal requirements of applicable policy and law.

The University of Akron is an Equal Education and Employment Institution.