

**2017-2018**  
**Housing and Dining Contract**  
**University of Kentucky Undergraduate Students**  
**Living in Campus Housing**

**Campus Housing Office**

125 Funkhouser, University of Kentucky  
Lexington, KY 40506-0054

**Telephone: 859-257-1866**

<http://www.uky.edu/Housing>

**UK Dining Center**

The 90, University of Kentucky  
Lexington, KY 40506-0139

**Telephone: 859-257-2220**

<http://uky.edu/UKDining>

This Housing and Dining Contract (the "Contract") should be read carefully and signed by you. You are referred to in this Contract as "you" or "Student", and when you are referred to along with the other students of the University, you are part of "Students". If you are under 18, your parent or legal guardian must guarantee all of your obligations under this Contract and sign as guarantor of your obligations under this Contract. Please contact the University Campus Housing Office (the "Housing Office") and UK Dining Center ("UK Dining") with any questions you may have regarding this Contract.

This Contract is a legally binding agreement among you, Landlord (defined below) and the University of Kentucky (the "University" and along with Landlord, "We" or "Us"). We urge you and your parent or legal guardian to read the terms and conditions of this Contract carefully. If you are under 18, your parent or legal guardian must sign this Contract to guarantee your obligations. Even if you are over 18, we encourage your parent or legal guardian to review this Contract so they understand the obligations you are undertaking. By signing this Contract, you (and your parent or legal guardian if applicable) represent that you have read and agree to the terms of this Contract.

This Contract entitles you to use the dining and housing accommodations only in the manner set forth herein, in the Official Guide to Living on Campus, the University Code of Student Conduct, and on the housing website.

- 1. Term.** This Contract is binding as of the date you or your parent or legal guardian (if applicable) execute this Contract by either signing a printed version or submitting it online. The term of your obligations under this Contract is the entire academic year (which consists of the fall and spring academic semesters) or, if you entered into this Contract after the academic year begins, for that portion of the academic year remaining at the time you enter into this Contract. You may only terminate this Contract under the conditions specified in the Contract and most terminations will involve payment to Landlord or the University.
- 2. Eligibility.** Students must be in good academic and financial standing with the University in order to receive a housing assignment and dining contract. Student accounts that are past due are subject to late fee assessments. For University students, these policies can be found at <http://www.uky.edu/studentaccount/payments>. For BCTC Students, these policies can be found at [http://www.bluegrass.kctcs.edu/Student\\_Billing.aspx](http://www.bluegrass.kctcs.edu/Student_Billing.aspx).
- 3. Notices.** You agree that Landlord and the University will communicate with you through your official University email account for all aspects of this Contract, including but not limited to Housing and Meal Plan charges, notices of other charges, refunds, and housing information notices. You agree to check your official University email account on a regular basis. Your failure to check their official University email account does not relieve Student from any obligations under this Contract.
- 4. BCTC Students.** BCTC Students who reside in the Housing Facilities are subject to the Kentucky Community and Technical College System Code of Student Conduct in addition to the University Code of Student Conduct, the Official Guide to Living on Campus, and this Contract. Conduct matters for BCTC Students will be handled by the Office of Residence Life and/or the BCTC Vice President for Student Affairs.

**HOUSING**

- 5. Assignment of Housing.** Housing is limited and Students are not guaranteed on-campus housing or placement in any particular housing facility or a particular room type. Acceptance of your housing application and your assignment to on campus housing facilities ("Housing Facilities") will be determined by the Housing Office, in its sole and absolute discretion. In accordance with the University's inclusive educational philosophy, and in accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, the University does not discriminate in the placement of Students in Housing Facilities or in room assignments on the basis of race, color, national or ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status or smoker or nonsmoker status (so long as the person complies with University policy concerning smoking). Housing assignments for male and female students are proportionate in quantity and comparable in quality in compliance with Title IX mandates. Students who have any specific concerns about their housing assignment should contact the

Housing Office.

**6. Landlord.** Lyman T. Johnson Hall, Donovan Hall, Jewell Hall, Blazer Hall, Haggin Hall, Woodland Glen I, II, III, IV, V, Holmes Hall, Boyd Hall, University Flats, and Lewis Hall are operated by an independent private company, EdR. If you are assigned to one of these Housing Facilities, then references to “Landlord” in this Contract means the appropriate EdR entity as shown in the chart below. If you are not assigned to one of these Housing Facilities, then all references in this Contract to “Landlord” means the University. Please note, although the term “Landlord” is used throughout this Contract, the University and the non-EdR operated Housing Facilities are exempt from the Universal Landlord and Tenant Act.

Lyman T. Johnson Hall & Donovan Hall	EDR Lexington I LLC
Jewell Hall	EDR Lexington III LLC
Blazer Hall	EDR Lexington II LLC
Haggin Hall	EDR Lexington V LLC
Woodland Glen I & II	EDR Lexington IV LLC
Woodland Glen III, IV, & V	EDR Lexington VI LLC
Holmes Hall & Boyd Hall	EDR Lexington VII LLC
University Flats	EDR Lexington VIII LLC
Lewis Hall	EDR Lexington IX LLC

**7. Housing Schedule.** Landlord will designate the date on which you may move into a Housing Facility and the date by which you must vacate your assigned Housing Facility. Only certain Housing Facilities remain open during the academic breaks for Thanksgiving, winter, spring and summer (collectively, the “Academic Breaks”). In order to remain in an available Housing Facility during an Academic Break, you will be required to pay additional fees. All other Housing Facilities are closed during Academic Breaks.

**8. Conditions of Occupancy.** Your occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

a. To reside and remain in a Housing Facility, you must be enrolled as a Full-Time Student at the University or BCTC and have paid all tuition and other academic charges due, in addition to amounts due under this Contract.

b. You must check-in with the Resident Director or House Director of the Housing Facility to which you have been assigned on or before the first day of classes of each semester. If you will be delayed, you must notify the Housing Office in writing. Such written notification should be made at least twenty-four (24) hours prior to the first day of classes. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment and significant financial penalty. If you are deemed a “no show”, we may cancel this Contract, in which case you will be subject to all applicable cancellation charges.

c. You must complete and sign a Room Condition Report Form prior to occupancy of your assigned Housing Facility certifying the condition of the room, apartment, or house assigned to you as of the date you begin occupancy. At the termination of this Contract, Landlord may inspect the room, apartment, or house assigned to you and assess you for any damages to your room, apartment, or house, its fixtures or any appliances and furniture not identified in the Room Condition Report Form completed at the beginning of your occupancy.

d. You must keep your assigned room, apartment, or house clean and orderly and in good condition. You shall pay Landlord for loss of Landlord property and the cost of replacement or repair for any breakage or damage to your assigned room, apartment, or house; its fixtures or any appliances and furniture; plus, any damages caused by you, or your guests, to other parts of the residence hall, apartment, or house, including, but not limited to, special cleaning necessitated by improper care of rooms, furnishings, or appliances.

e. You shall exercise care in the use of the Housing Facility; shall care for and clean your room, apartment, or house; and shall abide by (i) all rules and regulations for Housing Facilities as described in the Official Guide to Living on Campus, including the University Housing Community Standards set forth therein, and (ii) the University Code of Student Conduct. Commission of acts described in these documents may result in referral to the student conduct process. Certain and repeated violations of the University Housing Community Standards or the Code of Student Conduct may result in the suspension or cancellation of this Contract. If this Contract is suspended or terminated, you will be financially responsible for your obligations under this Contract as if you had chosen to cancel the Contract under the provisions of the Code of Student Conduct, Article VII, subparagraph E. The Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>.

f. You shall vacate the Housing Facility upon demand following a determination by the Office of Student Conduct or the Office of Residence Life that a violation of paragraph E above has occurred. If this Contract is terminated for a violation of paragraph E above, you shall be provided the opportunity to appeal under the processes provided through the Office of Student Conduct.

g. You shall reside in your assigned room, apartment, or house from the date that you check in until the date this Contract terminates in accordance with the terms herein.

h. You shall pay Landlord the cost of replacement for any key(s) reported lost or stolen.

i. You agree that if your assigned room, apartment, or house has multiple occupants and there is a vacancy in said assigned room, apartment, or house at any time, you will accept another roommate as assigned, move into another room (consolidation), or in case of refusal, pay additional charges for single occupancy.

j. Landlord reserves the right to conduct weekly health and safety inspections of your room, apartment, or house. Please refer to the Official Guide to Living on Campus for information about the room entry policy.

k. Rooms, apartments, and houses may be inhabited ONLY by Students to whom they are assigned. Rooms, apartments, and houses may not be sublet or assigned to any other person(s). Room changes may be made only AFTER written approval from the respective Housing Facility or Housing Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken against violators of the provisions in this paragraph.

l. Whenever you move out of your assigned Housing Facility for any reason, you must sign the appropriate paperwork and turn in your key(s) to an authorized Landlord official. Failure to properly check-out of the Housing Facility could result in extra financial charges to you such as further occupancy fees or labor charges for cleaning or maintenance. Once you have checked out of your assigned Housing Facility, any items left in your room, apartment, or house will be considered abandoned property and may be removed or disposed of by Landlord. Neither Landlord nor the Housing Office is responsible for any items left in the Housing Facility.

m. **Housing Change Request.** You may request a transfer to another Housing Facility by submitting a change request within the 1<sup>st</sup> two weeks after the Housing Facility opens for the Fall and Spring Semesters. Change requests will be considered on a case-by-case basis and all decisions regarding change requests will be at the sole discretion of the Housing Office or the Resident Director or House Director. If a change request is granted, adjustments to the Housing and Meal Plan fees owed by you will be made on a prorated basis.

n. The University reserves the right to make assignments to temporary or overflow housing to accommodate requests for housing. The policies and procedures contained within this Contract are also applicable to overflow housing assignments which may be made on a temporary basis at the beginning of each semester.

**9. Criminal Background Checks.** Landlord reserves the right to conduct criminal background checks on you, and you consent and agree that Landlord has permission to conduct criminal background checks on you. If a background check finds that you have a criminal record, then you may be ineligible to live in Campus Housing.

**10. Force Majeure.** In the event of an unforeseeable cause beyond the control of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, Landlord reserves the right to maintain the safety of the Housing Facility, including but not limited to temporarily or permanently removing you from on campus housing. If the Housing Facilities and/or all or part of a Housing Facility is closed due to an emergency or natural disaster, Landlord and the University may suspend or terminate this Contract without prior notice. If a Housing Facility is closed pursuant to the paragraph, Landlord and the University will use their best efforts to provide you with alternative housing. Further, although not obligated to do so, Landlord will use its best efforts to rebuild or replace the affected Housing Facility.

**11. Liability and Renter's Insurance.** We encourage you to purchase general liability and property insurance to cover damages you are liable for under this Contract and to cover your property.

**12. Release; Indemnification; Hold Harmless.** You agree that Landlord does not promise, warrant, or guarantee your safety and security, or that of your guests, or your personal property against the criminal actions of other residents or third parties. Furthermore, Landlord shall not be liable for any damage or injury to you, your guests, or your personal property or to any person entering the room, apartment, or house assigned to you or the Housing Facility in which you reside, for injury to person or property

arising from theft, vandalism, or casualty occurring in the room, apartment, or house assigned to you or the Housing Facility in which you reside.

You (and your undersigned parent or legal guardian, in the case of a minor) agree to indemnify and hold harmless Landlord, the University, and their respective directors, trustees, agents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to your person or property or any of your guests while you reside in the Housing Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by you or any of your guests in any event sponsored by the Housing Facility in which you reside), unless such injury is caused by the negligence or intentional conduct of Landlord, the University, or their agents. You (and your undersigned parent or legal guardian, in the case of a minor) hereby release and forever discharge and hold harmless Landlord, the University, and their respective directors, trustees, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Contract and the use of the Housing Facility. This release will be binding upon you (and your undersigned parent or legal guardian, in the case of a minor).

**For questions or comments about this Contract in regards to Campus Housing, please contact the Housing Office at 859-257-1866 or [ukhousing@uky.edu](mailto:ukhousing@uky.edu).**

### DINING

**13. Dining Operations Schedule.** The UK Dining Center (with University review and approval), designates when specific dining facilities will be opened, closed, or have limited hours. Only certain dining facilities are open during Academic Breaks. All other dining facilities are closed during Academic Breaks. Refer to <http://www.uky.edu/ukdining> for an updated list of dining facilities and their hours of operation. Meal Plans and Flex Dollars are not active during the Academic Breaks as shown below:

Dining Period	Start Date	Closed for Academic Breaks	Upgrade / Downgrade Deadlines	End Date
<b>Fall Dining Contracts</b>				
Fall	Must select Meal Plan no later than July 23 or you will be assigned All Access Plan  Meal Plan starts August 18	Thanksgiving Holiday: after dinner on November 2; resuming with dinner on November 26	Approved Greek Downgrade to All-Flex Plan: September 4	December 15
	<u>Note:</u> Details on early move-in meal plans can be found at <a href="http://www.uky.edu/ukdining">http://www.uky.edu/ukdining</a> .	Winter Break: after lunch on December 15; resuming for dinner on January 7	All other Downgrades: September 8	
			Upgrade: anytime	
<b>Spring Dining Contracts</b>				
Spring	Fall Semester Meal Plan continues unless Upgraded or Downgraded  Meal Plan starts January 7	Spring Break: after lunch on March 10; resuming for dinner on March 18	Approved Greek Downgrade to All-Flex Plan: January 22	May 4
			All other Downgrades: January 26	
			Upgrade: anytime	

**14. Meal Plans.** Students living in Housing Facilities (except University Flats) are required to purchase a University meal plan as described at <http://www.uky.edu/ukdining> ("Meal Plan"). **If you do not select a Meal Plan by July 23 for the Fall Semester you will be assigned the All Access Plan.**

a. You are responsible for all charges/purchases made against the Meal Plan. Meal Plans and Flex Dollars are encoded on the UK ID Card. Lost IDs should be deactivated online through the myUK account/Financial Tab/Maintain Plus, Meals, Flex or call the WildCard ID Office at 859-257-1378. Students are responsible for purchases made until the ID is deactivated or reported lost or stolen. The replacement ID card will reflect any remaining balance on the lost ID card.

b. Your Meal Plans is restricted for use by you and only you. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Meal Plan for the purpose of acquiring meals, services or refunds from the University is strictly prohibited. Commission of the foregoing acts shall automatically result in review by the University administration and revocation of privileges under the Meal Plan, without refund, unless the University specifically finds substantial mitigating circumstances. These behaviors may also result in referral to the student conduct process as a potential violation of the Code of Student Conduct. The Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>.

**15. Conditions of Meal Plan.** Your use of the Meal Plan is conditioned upon the following additional terms and conditions:

a. Term. All Meal Plans are for the entire academic year (which consists of the fall and spring semesters). The University will automatically bill you each semester through Student Account Services.

b. Changes to Meal Plan. Unless you make changes as permitted in this Contract, you will begin the spring semester on the same Meal Plan you had at the end of the fall semester. You may upgrade or downgrade your Meal Plan in the Housing Portal, online at <http://www.uky.edu/ukdining>, or you may submit the completed form in person at the UK Dining Center. Upgrades may be made at any time during the semester. Charges for a Meal Plan will be prorated. One downgrade is permitted per semester. The downgrade deadline is September 6, 2017, for fall and January 26, 2018, for spring. Any charges or refunds will be prorated. Meal Plan changes made during a semester will take affect beginning the Sunday after the form is submitted online or in person at UK Dining Center. Submissions received outside normal business hours will be processed on the next business day.

c. Greek Organizations. Students who join a Greek organization but remain in Housing Facilities are not permitted to reduce their existing Meal Plan. Students who join a Greek organization that has a Dining Plan may reduce their residential Meal Plan by September 4, 2017, for the fall semester or January 22, 2018, for the spring semester to an All-Flex Plan and receive a prorated refund. An appeal request for and verification from Greek Life is required to make Meal Plan adjustments under this paragraph. Students who join a Greek organization that does not have a commercial kitchen are not permitted to reduce their existing Meal Plan.

d. UK Dining Center, with approval from the University, may adjust locations and times where Flex Dollars or WildCat Deals are accepted during the year.

e. Residential dining is provided at Blazer Dining and The Fresh Food Company. Up to two meals per day may be exchanged at participating retail locations. (See <http://www.uky.edu/ukdining> for a list of participating locations.) Accepted meal times may vary.

f. Unused Weekly Meals cannot be refunded, accumulated, or carried over to the next week. Unused Block Meals cannot be refunded or carried over the next semester. Unused Flex Dollars will carry forward from fall to spring for students enrolled in a Meal Plan for the spring semester. **All Flex Dollars are non-transferable, non-refundable and expire at the end of the spring semester.**

**For questions or comments about this Contract in regards to Meal Plans, please contact UK Dining Center at 859-257-2220 or [ukdining@uky.edu](mailto:ukdining@uky.edu).**

#### **HOUSING AND MEAL PLAN CHARGES**

**16. Rates.** Students shall pay for their Housing Facility and Meal Plan charges in the amount and manner provided for in the Housing Facility and Meal Plan rates schedule for the particular Housing Facility to which they are assigned. The Housing Facilities' rates can be found at <http://www.uky.edu/housing/undergraduate/applying-to-housing/rates17-18> and the Meal Plan rates can be

found at <http://www.uky.edu/UKDining> (collectively, the “Housing and Meal Plan Rates” which are incorporated herein and made a part hereof). The Housing and Meal Plan Rates are subject to change by the University. Please visit our website for the most current rates. If the Housing and Meal Plan Rates are changed after you become obligated under this Contract, you will be notified and given the option to cancel this Contract or to continue this Contract under the new Housing and Meal Plan Rates.

**17. Payment.** Housing Facility and Meal Plan fees for University and BCTC Students are payable to Student Account Services. Deadlines and details can be found at <http://www.uky.edu/studentaccount/payments>.

**18. Plus Account.** If a card is lost or stolen, Students should immediately report it online at the Plus Account website (<https://myuk.uky.edu>), or to the WildCard ID Office at 859-257-1378. Any expenditure associated with the use of the card is the responsibility of the Student until it is reported lost/stolen.

**19. Housing Facility Fees.** The following Housing Fees are associated with this Contract:

Type of Fee	Amount Due	Payment Schedule	Available Refund	Comments
Application Fee	\$50.00	Due at time of Housing Facility Application	Not Refundable	This fee starts the application for on campus housing process but does not guarantee you a bed
Housing Pre-Payment Fee (Bed Reservation)	\$150.00	Due on or before May 1	Applied to Housing Facility charges if you attend the University and live on-campus; Refunded if you do not become a University Student; applied to any other outstanding University charges if you remain a student and live off-campus  <u>Note:</u> failure to pay this fee does not release you from this Contract	This fee reserves a bed for you (but not a particular bed) in the Housing Facilities

### CANCELLATION AND WITHDRAWAL POLICIES

**20. Cancellation of this Contract by Landlord:** This Contract may be canceled or housing assignments may be changed in the interest of order, discipline, health, safety, security, maximum utilization of facilities, or for failure to pay charges in a timely manner. In addition, Landlord will cancel this Contract if your admission to the University or BCTC has been denied or cancelled for academic reasons. Charges and fees will be handled as follows:

a. Denied Admission. If you are denied admission to the University or BCTC, other than the non-refundable Application Fee, you will not be charged for any fees (and the Housing Pre-Payment Fee, if paid, will be refunded), provided that you cancel this Contract with the Housing Office by June 1 for the Fall Semester or January 2 for the Spring Semester.

b. Academic Suspension. If you are suspended from the University or BCTC for academic reasons, and you are residing in an assigned Housing Facility, then prorated Housing Facility and Meal Plan charges will be assessed through the date that you check out of your room, apartment, or house with the Housing Office, which shall be no later than forty-eight (48) hours after notice of academic suspension.

c. Removal from Housing for Disciplinary Reasons. If you are removed from the assigned Housing Facility during the period of this Contract for disciplinary reasons, as referred through the student conduct process, you will not receive a refund for the time period or particular semester that you are removed from the Housing Facility.

## 21. Cancellation of this Contract by You:

a. Process and Fees. If, after completing an Application and Contract and being assigned to a Housing Facility, you choose to cancel this Contract, you must do so in writing to the Housing Office by email at [ukhousing@uky.edu](mailto:ukhousing@uky.edu), through the University Housing Portal, or by mail to the following address: Housing Cancellations, c/o UK Housing, 125 Funkhouser Building, Lexington, KY 40506-0054. The official date of cancellation of this Contract will be the date the cancellation notification is received in the Housing Office. The timing of your cancellation notice determines how much you will be charged under this Contract. See the summary chart below for a breakdown of the charges you will incur for cancellation of this Contract. The Cancellation Policy can be found at [http://www.uky.edu/housing/sites/www.uky.edu.housing/files/2017-18\\_Contract\\_and\\_Cancellation\\_Policy.pdf](http://www.uky.edu/housing/sites/www.uky.edu.housing/files/2017-18_Contract_and_Cancellation_Policy.pdf) or by request from the Housing Office.

b. Request for Release. After May 1, Students who wish to cancel this Contract can ONLY be released from their obligations under this Contract through prior written consent of the Housing and Dining Appeals Committee (the "Committee"). Students may submit an appeal via <http://www.uky.edu/hdac/>. Those Students released by the Committee will be subject to charges as determined by the Committee. Students who wish to be released from this Contract must first file an appeal with the Committee and receive written approval from the Committee. **Submitting a release request does not guarantee an approved release from this Contract or release you from your financial obligation.** The grounds for appealing for release from this Contract are as follows:

i. Financial Hardship Release: Students who can document financial hardship beyond their control that has occurred since entering into the terms and conditions of this Contract may appeal for release.

ii. Medical Hardship Release: Students who can document medical hardship requiring specialized living arrangements or accommodations not available on campus may appeal for release.

iii. Administrative Release: Students who can document significant extenuating circumstances may appeal for release.

c. Withdrawal During an Academic Semester. If you withdraw from enrollment in the University or BCTC during an academic semester, your ability to live in your assigned Housing Facility will terminate immediately upon your withdrawal and receipt of notification in writing by the Housing Office of such withdrawal. Your responsibility for Housing Facility and Meal Plan charges will end once you have given notice of withdrawal to the Housing Office.

i. You shall vacate your assigned Housing Facility within forty-eight (48) hours of withdrawal. If you fail to provide written notification to the Housing Office of your withdrawal, you will continue to be responsible for all Housing Facility and Meal Plan fees charged hereunder, even if you have moved out of the Housing Facility, until official written notification of withdrawal is received by the Housing Office or until this Contract is cancelled by the Housing Office.

ii. You will be assessed a prorated charge for your Housing Facility and the Meal Plan for each day until withdrawal has been completed, you have vacated the Housing Facility, and you have notified the Housing Office of your withdrawal. **If your withdrawal occurs after September 1 for the Fall Semester or February 1 for the Spring Semester, then you will be responsible for the full semester charges for your Housing Facility and Meal Plan.**

iii. If you fail to notify the Housing Office of your withdrawal, you may be subject to denial of any future on campus housing.

iv. If you withdraw from the University or BCTC during an academic semester and then re-enroll during the same semester you withdrew, this Contract shall remain valid.

v. Notice of withdrawal from the University or BCTC, as well as changes to address, must be made in writing directly to the Housing Office. **Notices made to the Registrar's Office, Admissions Office, or other University or BCTC offices do not constitute official notice to the Housing Office.**

d. Withdrawal between Fall and Spring Semesters - Withdrawing Students. Students who lived in a Housing Facility for the fall semester and ARE NOT RETURNING to the University or BCTC for the spring semester must notify the Housing Office in writing and properly check-out of the Housing Facility. If you have not provided the aforesaid notice to the Housing Office prior to the first day of class of the spring semester, then you will be considered as a "No Show" and assessed fees equal to **fifty (50%) of**

**the spring semester rate for your assigned Housing Facility and Meal Plan.** This provision also applies to Students who do not return to the University for the spring semester due to academic suspension.

i. If you notify the Housing Office that you are not returning for the Spring Semester, but do in fact return for the Spring Semester you will be assessed the full spring semester Housing and Meal Plan fees for your previously assigned Housing Facility and Meal Plan.

e. **Withdrawal between Fall and Spring Semesters - Returning Students.** If you are not returning to your assigned Housing Facility for the Spring Semester but are remaining enrolled at the University or BCTC, you shall provide written notice to the Housing Office prior to December 15 and you may terminate your obligations under this Contract by logging into myUK to access and complete the Cancel Contract page of the Application and properly checking-out of your Housing Facility.

i. If you have completed the Cancel Contract page and properly moved out prior to the first day of class of the spring semester, you will be charged 50% of the assigned Housing Facility and Meal Plan Rates for the spring semester; except that, if your housing and dining costs are funded in full by a departmental scholarship and the department provides an eligible replacement student for the Spring Semester vacated housing, then the 50% fee is waived.

ii. If you do not complete the Cancel Contract page and properly move out until after the first day of class of the spring semester, but prior to February 1, you will be charged 50% of the assigned Housing Facility and Meal Plan Rates for the Spring Semester plus the prorated charge for each day from the spring move-in date to date on which you cancelled the Contract via your myUK and properly checked out of your assigned Housing Facility, or actual usage of the Meal Plan, whichever is greater.

iii. If you do not complete the Cancel Contract page and properly move out until after February 1, you will be charged 100% of your assigned Housing Facility and Meal Plan Rates for the Spring Semester.

#### SUMMARY OF CANCELLATION FEES

Status	Cancellation Fee	Deadline for Proper Cancellation and Move-Out (if applicable)	Comments
<b>Fall Semester</b>			
Denied Admission to University or BCTC	\$0.00	if notice of cancellation received by June 1	All fees refunded except non-refundable \$50 Application Fee
Student notified of Fall Semester Housing Assignment prior to June 15	\$0.00	if notice of cancellation received by May 1	
	\$250	if notice of cancellation received May 2-June 15	
	25% of assigned Housing Facility Rate for Fall Semester	if notice of cancellation received June 16-July 15	If you applied for and were assigned housing, these charges apply whether you move in or are a "No-Show"
50% of assigned Housing Facility Rate & Meal Plan Rate for Fall Semester <u>plus</u> daily prorated charge post move-in date	if notice of cancellation received July 16-September 1		
Student notified of Fall Semester Housing Assignment on or after June 16	\$0.00	if notice of cancellation received within 5 business days of the date of notice of housing assignment	
	\$250	if notice of cancellation received between 6-10 business days of the date of notice of housing assignment	
	50% of assigned Housing Facility Rate & Meal Plan Rate for Fall Semester <u>plus</u> daily prorated charge post move-in date	if notice of cancellation received the earlier of 11 business days of the date of notice of housing assignment or September 1	If you applied for and were assigned housing, these charges apply whether you move in or are a "No-Show"

All Students	100% of assigned Housing Facility Rate & Meal Plan Rate for Fall Semester	if notice of cancellation received after September 1	
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<b>Between Fall and Spring Semester</b>
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Denied Admission to University or BCTC	\$0.00	if notice of cancellation received by January 2	All fees refunded except non-refundable \$50 Application Fee
Withdrawing Students	\$0.00	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester	If notice of cancellation <u>not</u> received prior to first day of class of Spring Semester	If no notice is received you will be treated as a “No-Show”
Returning Students	50% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester unless waived by departmental scholarship substituted student	If notice of cancellation received prior to first day of class of Spring Semester	
	50% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester <u>plus</u> daily prorated charge post move-in date	If notice of cancellation received after the first day of class of Spring Semester but prior to February 1	
	100% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester	If notice of cancellation received after February 1	
Denied Admission to University or BCTC	\$0.00	if notice of cancellation received by January 2	All fees refunded except non-refundable \$50 Application Fee

<b>Spring Semester Only</b>
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New Housing Assignment	\$0.00	if notice of cancellation received by January 2	New assignments only; does not apply to Students who lived on campus during the Fall Semester
	25% of assigned Housing Facility Rate and Meal Plan Rate for Spring Semester	if notice of cancellation received by January 15	If you applied for and were assigned housing, these charges apply whether you move in or are a “No-Show”
	50% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester <u>plus</u> daily prorated charge post move-in date	if notice of cancellation received between the spring move-in date and February 1	
All Students	100% of assigned Housing Facility Rate & Meal Plan Rate for Spring Semester	if notice of cancellation received after February 1	