

This Housing and Food Service Contract is made between NAME and the University of Evansville. This contract was submitted online by the student on DATE/TIME. By completing the online Housing & Meal Plan Registration on Self-Service the student agrees with all provisions of the contract and agrees to pay the full amount of housing and dining charges billed in connection with this agreement. **The signature of a parent or guardian is required if a student is not yet 18 years old.**

The student has contracted for:

A space in University Housing for the 2023-2024 academic year*
A _____ meal plan for the 2023-2024 academic year*

Introduction *Specific provisions and restrictions regarding housing contract cancellation requests can be found within this document and in the Residence Life section of the University website. Meal plans can be changed at semester breaks as posted in the Residence Life section of the University website. Approved adjustments to the meal plan selection during indicated periods shall become a binding part of this agreement.

Carefully read the terms and conditions of this Housing and Food Service Contract. It is a legal and binding agreement with the University of Evansville. It is the student's responsibility to become knowledgeable of and abide by University policy related to housing. Policies related to campus living are in the Residence Life section of the University website: www.evansville.edu/residencelife/.

Food Service Plan. All students residing in UE residence halls must participate in a Residential Meal Plan as described on the Dining Services pages on the University website.

UE provides meals according to the plan selected during the period of occupancy. No meals are provided during the Fall, Thanksgiving, Winter, Spring or Easter Breaks. Meal plans can be changed at semester breaks as posted in the Residence Life section of the University website. Additional Ace Bucks may be purchased at any point during the semester through the dining services office. See our website and supplemental materials for details on plans and options.

Food services, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance, limits regarding occupancy and time spent in dining facilities and other operational adjustments needed to address health and safety concerns may be imposed by the University.

Period of Occupancy. To provide student housing at the highest value and lowest possible cost, there must be a consistent occupancy level in our residential facilities. For this reason, **all housing contracts are binding for the duration of the academic year.**

UE will provide campus housing for the 2023-24 academic year (or the balance thereof) to the student who enters this agreement. Occupancy begins on published dates (see Residence Life section of the University website) and ends 24 hours following the last final of a student's final exam schedule for Spring Semester.

For Winter Break, the residence halls officially close at noon of the day following the last day of final exams and reopen on published dates (see Residence Life section of the University website) before the first day of spring classes. While students may leave their possessions in their rooms during this period, all students living in the residence halls are required to vacate their room during Winter Break.

Residents are not permitted to move into and occupy their rooms prior to published dates or to remain in their rooms after published dates without specific advance approval from the Office of Residence Life. Students who receive approval may be required to pay an early arrival or extended stay fee.

Additional housing fees and contracts for periods not covered by this contract will be determined by the Office of Residence Life on a yearly basis.

Assignment of Housing. Most residence hall space is assigned as double occupancy. Village spaces are assigned as one-, two-, and four-person units. Vacancies within individual Village units are the responsibility of unit residents, a vacancy fee

may be applied to each resident if the unit is not at full occupancy. Housing placements assigned by office staff are made by same sex and legal gender. Gender neutral assignments are available upon request.

Students interested in Gender Neutral housing should visit our website at www.evansville.edu/residencelife/gendernutral.cfm.

The University of Evansville expects all members of its community to treat each other with respect and civility. Harassing behaviors directed towards any member of our community will not be tolerated. As part of its commitment to non-discrimination, the University specifically prohibits harassment based on any characteristics set forth in its nondiscrimination statement as follows: including race, color, gender, gender identity and expression, sexual orientation, creed or religion, national origin, age, disability, veteran status or any other state or federally protected groups/classes.

Students who have documented physical disabilities or health concerns should submit a Request for Accommodation in Housing available within the Residence Life section of the University website under [Disabilities](#). Submit the completed request with documentation to the Office of Disability Services for review.

Students must make sufficient progress toward completing enrolled hours to reserve and retain a space in housing. Students who fail to attend classes on a regular basis may be subject to dismissal from University housing. Once we become aware that a student is no longer participating in classes and does not have an intent to start going again (or if they are unable to successfully complete their courses as a result of their absences), a reasonable amount of time is allotted for them to move out of the halls. Depending on how far the student's permanent address is from campus and access to transportation, this amount of time may vary but is typically 24-48 hrs. Housing refunds are based on the Institutional Refund Policy on the date of separation.

Exceptions & Modifications. The Director of Residence Life determines exceptions and modifications to housing policy. This includes, but is not limited to space allocation, credit hour requirements, filling vacancies, temporary assignments, consolidations, gender assignments, disability accommodations, reserved housing, theme living, and contract cancellations.

With the approval of the Director of Residence Life, individuals who are not full time students (i.e. part time students or a student's spouse, domestic partner, or child) may be assigned and billed according to standard unit occupancy levels and rates on a space available basis.

The University reserves the right to make or change assignments, assign a new roommate, or consolidate spaces at any point of the academic year based on the needs of the program. The University also reserves the right to cancel a housing contract for academic failure, non-payment for services, breach of contract, criminal behavior, or violation of rules of conduct and/or housing regulations as outlined in the Student Handbook, in the Residence Life section of the University website, and in other materials published by the University.

Vacancies and Single Rooms. in the Residence Halls. Except for rooms specifically built for single occupancy, all other residence hall assignments are intended for double occupancy. Students may obtain private rooms when space exists for an additional cost. When a student is without a roommate, there are a number of options: (1) move into another room with a chosen roommate; (2) have a new roommate move in; (3) accept the placement of a new roommate if made by the Office of Residence Life; or (4) pay extra to keep the room as a single if space permits.

Vacancies in Village Units. Students who collectively contract for a Village Unit are financially responsible for any vacancy that occurs within that unit. The remaining residents may identify a qualified replacement (with the appropriate number of hours and good standing with the University) or they may share the cost of the vacancy fee. The vacancy fee is calculated by the Office of Residence Life on an annual basis.

Deposit. The housing deposit will hold a reservation in University residential facilities. This deposit may be transferred from year to year so long as the student remains in University housing or is temporarily studying abroad / studying in Harlaxton.

Once a student leaves University housing, the deposit will be refunded in full, minus any outstanding student account balance including charges for damages and/or fines. When a student cancels his or her contract, the housing deposit is refundable in accordance with published contract cancellation guidelines outlined in the Student Handbook, in the Residence Life section of the University website, or other materials published by the University.

Policies. As a condition of this contract, the student agrees to be aware of and abide by all published rules of conduct and housing regulations as outlined in the Student Handbook and in the Residence Life section of the University website. The student also agrees to maintain a proper standard of behavior and not disrupt the residential community.

Violations of the terms of this contract or of any of the rules and regulations outlined in the Student Handbook or in the

Residence Life section of the University website will normally be handled through the campus judicial system. The University reserves the right to treat such violations as a breach of contract. Students dismissed from residential housing or from the University during the semester for disciplinary reasons are not entitled to a refund. Student housing assignments may change due to disciplinary action.

Use of Residential Space. University residences are reserved for the sole purpose of residential living. Unless otherwise specified, living spaces cannot be used for the purpose of conducting a business (including contract work from a 3rd party). Common areas in residence halls are reserved for specific uses as designated by Residence Life. Reservation of common areas can be made through the building Residential Coordinator.

Care and Condition of Room and Common Areas The student agrees to provide normal housekeeping and to use reasonable care within their assigned residence, including all furniture and equipment. All furniture is to be left in designated locations.

Students must complete a room condition report at check-in and check-out. Charges will be assessed for damages and unauthorized alterations to rooms, furniture or equipment. Charges will also be made for special cleaning necessary due to improper care of the room, furniture, or equipment. Students who do not follow the formal check-out procedure will be assessed an improper check-out fee.

Students are jointly responsible for care of public areas, including furniture and equipment. Charges for damages to public areas may be made to all students assigned to specific wings, floors, halls, or areas as appropriate. Any student who causes damage (or whose guest causes damage) to residential space, furniture, or equipment will be assessed for such damages.

Rooms may be periodically inspected for housekeeping, damage and maintenance problems. Charges for cleaning and damages are based upon labor, repair and replacement costs to restore the room to its original condition. All charges must be paid at the Office of Student Financial Services prior to registration for the following semester. In some situations, disciplinary action can be taken in addition to cleaning and replacement costs.

Room Entry by University Officials. The student agrees that authorized individuals shall be permitted access to the room in compliance with the room entry policy described in the Student Handbook and within the Residence Life section of the University website. Authorized individuals may enter a student residence for the purposes of maintenance, housekeeping, emergency, or reasonable belief that a violation of University policy has taken place. Student residences will be entered for scheduled health and safety inspections (a minimum of one per semester) and for maintenance purposes during break periods.

Liability for Loss of or Damage to Personal Property The University will not be liable for loss of or damage to personal property of students. Students are urged to secure insurance for such property.

Asbestos Awareness. Many buildings constructed before the mid-1970s commonly used building materials containing asbestos. Asbestos-containing materials in buildings pose no risk to health unless the materials are disturbed and the asbestos fibers are released into the air. We ask that students help us maintain a healthy and safe environment by observing the guidelines outlined on our [Asbestos Awareness](#) page within the Residence Life section of our website.

Communicable Disease. In the event of a communicable disease including but not limited to, COVID, epidemic or pandemic, where planned changes in the operation of UE response to information, guidelines, requirements, order and acts of Federal, state or local government authorities are necessary related to communicable disease, UE aims to protect the health and safety of the Student and minimize the potential spread of disease within our community. As always, UE will endeavor to update the Student with timely information about specific health and safety guidance important for students. The Student is expected to abide by the policies and protocols published on the UE's webpage: www.evansville.edu which are subject to update and changes without notices. The policies and protocols are incorporated into this Contract and are applicable to the Student.

UE expects all on campus to act in a manner that demonstrates respect and consideration for those around them, including the Student using UE Facilities. These policies will evolve as the public health crisis evolves and may include, but are not limited to, social distancing, room capacity limitations, wearing of face covering, completing required communicable disease documentation and/or requirements before arriving to campus, and following hand washing and sanitizing protocols. Adherence to health and safety requirements apply to the Student and visitors while on campus.

In the event the capacity of UE's available facilities is limited due to information, guidelines, requirements, orders or acts of Federal, state or local government authorities related to communicable disease, UE reserves the right, upon reasonable notice to the Student, to adjust any previously agreed upon attendance level or room capacity, to cancel any scheduled event, and to terminate or temporarily suspend performance of any part of this contract.

Force Majeure. University may terminate or temporarily suspend performance of any part of this Contract, without notice, in the event University's obligations and/or duties under this Contract are prevented or delayed, either directly or indirectly, by consequence of a Force Majeure Event. A Force Majeure Event means a cause or event beyond the reasonable control of the University, including, but not limited to, an act of God, natural disaster, act of war, act of terrorism, or act of the public enemy; national emergency, moratorium, riot, public protest, or demonstration; flood, fire, explosion, windstorm, tornado, sinkhole, earthquake, or other casualty, disaster, or catastrophe; epidemic, pandemic, infectious disease, or other similar causes; any existing or future laws, orders, rules, regulations or acts of any Federal, state or local government, official or agency (including but not limited to an order resulting in a complete or partial shutdown of the University); or any other cause or causes (whether or not similar in nature to any of those specified above) beyond University's reasonable control, irrespective of whether such contingency is specified herein or is presently occurring or anticipated. University assumes no responsibility or liability for failure to perform any terms or conditions of this Contract due to a Force Majeure Event, University shall not be responsible for any failure to provide housing or food service during or after a Force Majeure Event.

Hold Harmless. Student agrees to indemnify and hold harmless the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of your breach of the terms and conditions of the Contract. Student understands that by residing in University housing, student is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including but not limited to COVID-19.

Law, Jurisdiction and Venue. This Contract shall be governed and construed under the laws of the State of Indiana, not including the choice of law rules thereof. Any litigation related to this Contract shall be brought and maintained exclusively in a state court in Vanderburgh County, Indiana, and the parties waive all issues of personal jurisdiction or venue for the purposes of carrying out this provision. This Contract does not create a landlord-tenant relationship between University and student and the terms of this Contract, the relationship of the parties and the remedies available to them are not subject to the provisions of the residential landlord-tenant statutes, including, but not limited to those statutes found in Indiana Code 32-31-3 through 32-31-9, as amended from time to time.

Financial Aid and Housing. Full renewal of UE gift assistance for students who live on campus is dependent on continued living in UE housing. Students wishing to reside off campus after fulfilling their residency requirement (effective at their point of entry to UE) should consult with the Office of Student Financial Services about the effect on their UE gift aid.

Student Responsibility of Charges. Students are responsible for all institutional charges. If any payment is not paid when due, the entire balance, including accrued interest, shall, at the option of the University of Evansville, become due and payable on demand. In the event of any default, the student will be obligated to pay all collection costs and attorney fees incurred by the University of Evansville in the collection of these charges.

Contract Cancellations and Refunds.

There are specific guidelines regarding Housing and Food Service Contract cancellation requests.

New Students. Deposited students who choose to not attend the University forfeit their housing deposit.

Continuing Students. Students have until published deadlines to cancel their housing contract for the next academic year/semester. Cancellation requests are reviewed in accordance with University residency requirements.

Cancellation Deadlines and Penalties for Returning Students:

- By May 1, 2023 for Fall Semester - Cancellations can be made for the Fall for any reason.
- After May 1, 2023 for Fall Semester - Cancellations can be made for the Fall for reasons listed under **Acceptable Housing Cancellation Requests**. May include loss of deposit and \$200 late fee.
- By October 5, 2023 for Spring Semester - Cancellations can be made for the Spring for reasons listed under **Acceptable Housing Cancellation Requests**.
- After October 5, 2023 for Spring Semester - Cancellations can be made for the Spring for reasons listed under **Acceptable Housing Cancellation Requests**. May include loss of deposit and \$200 late fee.

Acceptable Housing Cancellation Requests. The only reasons that a housing contract can be cancelled after published deadlines for the next academic year/semester are for the reasons listed below:

- Attending Harlaxton College or studying abroad during the semester
- Residing locally with parents or legal guardians
(Students/parents/guardians must complete a verification form from the Office of Residence Life)

- Participating in any of the following that are outside the Evansville area:
a full-time internship, a required clinical, an approved co-op, or student teaching
- Transferring, withdrawing or graduating

Unacceptable Housing Cancellation Requests. Housing contracts will not be cancelled after May 1 because a student has found an off-campus property or has entered into another housing agreement or lease with a private landlord. Students who are not approved to cancel their contract are still financially responsible for their housing contract.

Residing Locally. A student who is permitted to cancel their housing and reside locally with a parent/guardian will receive refunds as outlined under the University Refund Policy in the Student Handbook.

Withdrawing for Academic or Medical Reasons. A student who is permitted or required to withdraw from the University for significant academic or medical reasons will receive refunds as outlined under the University Refund Policy in the Student Handbook.

Cancellations for Fraternity Move-Over. Individuals moving into fraternity houses must cancel their housing under guidelines for fraternity move-over. These guidelines can be obtained from the Office of Residence Life. Students who choose to move into a fraternity house, yet fail to terminate their housing as required in the guidelines for fraternity move-over, will be responsible for housing charges up until the date of their cancellation request.

Terms of Agreement. Completion of the online Housing and Meal Plan Registration constitutes a legal and binding agreement between the student and the University of Evansville. By submitting this electronic form, the student acknowledges that he / she has read and understands the terms of this contract, and agrees to all of its terms and conditions, including payment of charges and forfeitures when due. This contract is valid for the balance of the academic year indicated.

SAMPLE