

Introduction

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/.

By completing the online Housing & Meal Plan application in UE's eRezLife housing management system the student agrees with all provisions of the contract and agrees to pay the full amount of housing and dining fees billed in connection with this agreement.

The student has contracted for a space in University Housing for the 2026-2027 academic year and/or an appropriate meal plan (based on their assigned housing) for the 2026-2027 academic year.

Housing Policies

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** except as expressly permitted under Contract Cancellations and Refunds.

UE will provide campus housing for the 2026-27 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, all residential facilities 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 on campus 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. Fees, if applicable, will be published annually on the

Residence Life website and/or in eRezLife and assessed to the student account. Residents must be in good standing with the Office of Student Financial Services prior to moving into campus housing.

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. A \$75 non-refundable housing registration fee is due when submitting your housing application each year.

Most residence hall space is assigned as double occupancy. New Hall offers single- and double-bedroom occupancy. Apartment and Townhouse spaces are assigned as one-, two- and four-person units. Students in New Hall, Apartments, and Townhouses are assigned to a specific bedroom within a unit. Vacancies within individual New Hall, Apartment, and Townhouse units as well as residence hall rooms are assigned by the Office of Residence Life in consultation with the unit residents. The Office of Residence Life reserves the right to assign students to vacant spaces within units. A vacancy fee per fee structure published annually may be assessed 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 inclusive assignments are available upon request. Students interested in Gender Inclusive housing should visit our website at www.evansville.edu/residencelife/genderinclusive.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 characteristic 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 federally protected groups/classes. Nothing in this contract limits any rights under University policy or applicable law.

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 the Office of Residence Life becomes aware that a student is no longer participating in classes and does not have an intent to start attending 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 their assigned housing. 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 hours.

The Director of Residence Life determines exceptions and modifications consistent with housing policy. This includes, but is not limited to space allocation, credit hour or cohort 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 department. 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.

Except for rooms specifically built for single occupancy, all other residence hall assignments are intended for double occupancy. Students may obtain single rooms when space permits upon payment of the published single-room rate. 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.

Students who collectively contract for a New Hall, Apartment or Townhouse 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 credit 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.

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 except where required by law or University policy. Student housing assignments may change due to disciplinary action.

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 and personal online businesses). 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.

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. Fees will be assessed for damages and unauthorized alterations to rooms, furniture or equipment. Fees 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 the care of public areas, including furniture and equipment. Fees for damage 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 damage.

Rooms may be periodically inspected for housekeeping, damage, and maintenance problems. Fees for cleaning and damages are based upon labor, repair, and replacement costs to restore the room to its original condition. All fees 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.

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's residence for the purposes of maintenance, housekeeping, emergency, or reasonable belief that a violation of University policy has taken place or when staff have a reasonable belief consistent with University policy that a violation has occurred or is occurring. Student residences will be entered for scheduled health and safety inspections (a minimum of one per semester) and for maintenance purposes during break periods.

Meal Plan Policies

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. 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.

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. 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 service, including where and how it will be offered to residential students, is subject to the University's discretion reasonably exercised to address operational needs and public health guidance. If services are materially modified, the University will provide reasonable alternatives 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.

Legal

The University is not responsible for loss of or damage to the personal property of students except as may be required by law. Students are highly encouraged to obtain renters/valuable property insurance. University does not provide insurance coverage for student property.

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.

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 notice. The University will provide notice when practicable via email, website postings, and eRezLife. Changes will be effective as stated in the notice; in emergencies, changes may be effective immediately. 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 are subject to change. In the event of a public health crisis, policies may evolve 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 students and visitors while on campus.

In the event the capacity of UE's available facilities are 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.

The 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. The University shall not be deemed in breach of this Contract to the extent its performance is delayed or prevented by a Force Majeure Event. During such an event, the University will make reasonable efforts to resume housing and food services and/or provide reasonable alternatives when practicable. The University shall not be responsible for any temporary interruption or inability to provide housing or food services caused by a Force Majeure Event.

Student agrees to indemnify and hold harmless the University, its trustees, officers, employees, and agents from any and against any and all damages, liability, claims, expenses, or losses (collectively, "Claims") resulting from or arising out of the student's breach of this Contract, negligence, or willful misconduct.

The Student understands and acknowledges that by residing in University housing, student assumes the risks associated with communal living which may include potential exposure to communicable disease, including but not limited to COVID.

This indemnity does not apply to the extent Claims arise from the University's sole negligence or willful misconduct.

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.

Full renewal of UE gift assistance for students who live on campus may be 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.

Students are responsible for all institutional fees. If any payment is not paid when due, the entire balance, including accrued interest at the rate permitted by law and/or published by Student Financial Services and reasonable attorney's fees as permitted by law, 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 reasonable attorneys' fees incurred by the University of Evansville in the collection of these fees.

Contract Cancellations and Refunds

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

By June 1, 2026 for Fall Semester - Cancellations can be made for the Fall for any reason.

After June 1, 2026 for Fall Semester – Cancellations can be made for the Fall for reasons listed under **Acceptable Housing Cancellation Requests**. May be assessed a \$500 late fee.

By November 1, 2026 for Spring Semester – Cancellations can be made for the Spring for reasons under **Acceptable Housing Cancellation Requests**.

After November 1, 2026 for Spring Semester – Cancellations can be made for the Spring for reasons listed under **Acceptable Housing Cancellation Requests**. May be assessed a \$500 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. A \$500 late cancellation fee may be assessed.

- Attending Harlaxton College or studying abroad during the semester.
- Residing locally with parents or legal guardians.
 - Must complete a Residency Exemption Form from available in the Forms section of <https://evansville.erezlife.com/>
- Participating in any of the following that are outside the Evansville area.
 - Full-time internship, required clinical, approved co-op, student teaching
- Transferring, withdrawing or graduating.

Unacceptable Housing Cancellation Requests. Housing contracts will not be cancelled after June 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.

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 fees up until the date of their residence hall checkout date.

Refunds

Students who will no longer be enrolled in classes will receive refunds as outlined under the University Refund Policy in the Student Handbook. The Housing Registration Fee, payable when submitting a housing application, is non-refundable.

Students who cancel their Housing contract, but will remain enrolled in classes, will receive refunds issued per the Academic Calendar as described below:

- Prior to start of classes – 100% Refund
- Week 1 of classes – Daily Proration Refund
- Week 2 of classes - 60% Refund
- Week 3 of classes - 40% Refund
- Week 4 of classes – 20% Refund
- After Week 4 of classes – 0% Refund

A \$500 late cancellation fee may be assessed as described in the Cancellation Deadline and Penalty section of this Contract. The Housing Registration Fee, payable when submitting a housing application, is non-refundable.

Terms of Agreement

Completion of the online Housing and Meal Plan Application constitutes a binding legal agreement between the student and the University of Evansville. By agreeing to this form electronically, the student acknowledges that the Student has read and understands the terms of this contract, and agrees to all of the terms and conditions, including payment of

fees and forfeitures when due. The contract is valid for the balance of the academic year indicated.

SAMPLE