FORT HAYS STATE UNIVERSITY
Forward thinking. World ready.

STADIUM PLACE & WOOSTER PLACE CONTRACT

Office of Residential Life **600 Park Street** **Hays, KS 67601** **(785) 628-4245** **www.fhsu.edu/reslife**

For Office Use Only:
Date Received _____
Amount Received _____

HOUSING

This Agreement, hereinafter identified as the Contract, made and entered into and effective this _____ day of _____, 20___, by and between Fort Hays State University and _____ (Resident). Resident has been assigned to apartment _____ in _____ Place.

The contract will start on _____ and terminate on _____.

Security deposit of $200 is due on _____.

Have you ever entered a guilty plea or a plea of no contest to a felony offense, been placed on probation for or entered into a diversion program for a felony offense, or been convicted of a felony? ☐ Yes ☐ No

NOTE: *Persons who have been convicted of any of the above may not be eligible for University housing. Applicants must self disclose any of the above or risk immediate termination of their existing contract for nondisclosure at their costs.*

MEAL PLAN

Freshmen and sophomore residents are required to select one of the 3 meal plans listed here.

___ Open Access plus $450/semester in Dining Dollars
___ 10-Meal Plan plus $500/semester in Dining Dollars
___ 7-Meal Plan plus $600/semester in Dining Dollars

Residents with junior or greater status may opt for any of the above or Flexi-Cash. Flexi-Cash does not meet the meal plan par requirement for Freshmen and Sophomores. Flexi-Cash may be added to any plan by going to the Chartwells office, 128 McMindes Hall. Meal plans may be modified within two weeks of the first day of class of a semester.
For housing and meal plan costs go to www.fhsu.edu/reslife/policies-and-forms/. Costs vary based on apartment type and optional meal plan.

By signing this contract, the student agrees to the "Residential Life Terms and Conditions" (see Residential Life Terms and Conditions Statement attached) and agrees to comply with all university and Residential Life policies and procedures.

FHSU ID _____

Student's Signature _____ Date _____

Parent's Signature (if student's under 18) _____ Date _____

Return this Agreement and your Security Deposit to: Office of Residential Life, 600 Park Street, Hays, KS 67601. Please detach the "Residential Life Terms and Conditions" section for your records.

PLEASE NOTE: This document is a legal, binding contract. By signing above, you are acknowledging and agreeing to the Terms and Conditions on the following pages. Please read the Terms and Conditions carefully before signing.

WOOSTER PLACE RESIDENTS ONLY

Please list any children or family members living with you:

Name: _____ Relationship to you: _____ Age, if under 18: _____
Name: _____ Relationship to you: _____ Age, if under 18: _____
Name: _____ Relationship to you: _____ Age, if under 18: _____
Name: _____ Relationship to you: _____ Age, if under 18: _____
Name: _____ Relationship to you: _____ Age, if under 18: _____

Return this portion of form to Fort Hays State University Residential Life Office with payment due.

Residential Life Terms and Conditions

The following constitutes the Fort Hays State University Stadium Place and Wooster Place contract. The housing services described in this contract are being offered under the terms and conditions stated herein. This contract becomes valid by completing and signing the Stadium Place and Wooster place Contract and submitting a $200 security deposit to the Office of Residential Life. Students returning to an apartment will not need to pay an additional deposit. Completion and submission of the form indicates that the resident has read, understood, and agreed to all the terms and conditions of this contract. Upon signing the contract, termination of this contract is only permitted under section 14, Termination of Contract.

1. Eligibility
The resident must be enrolled at Fort Hays State University or be determined to be eligible to reside in student housing by the Director of Residential Life or appropriate Fort Hays State University authority. Residents with less than a full-time course load must submit a Part-Time Student Housing Notification form for approval. Students that have been out of high school for less than one year are required to live in university housing. Freshmen who have graduated from high school in the last year and do not have any extenuating circumstances are not permitted in live in Wooster Place. Students subject to special partnership arrangements of the University may also be eligible. Contact the Director of Residential Life to inquire into eligibility.

2. Contract Length
This contract starts on August 9, 2014, and ends on May 23, 2015. This contract cannot be terminated or cancelled except under the conditions cited in the Termination of Contract section of this contract. If entered into after the starting date listed above, this contract applies only to the remaining balance of the contract. A summer contract for the remainder of May and the months of June, July, and August may be completed in the Office of Residential Life.

3. University Agrees
Fort Hays State University agrees to provide housing in Stadium Place or Wooster Place under the terms and conditions herein stated. The university will provide electricity, gas, water, cable TV hook up, internet and trash removal.

4. Resident Agrees
Resident agrees to make payment of all fees, to observe all rules, policies and regulations of Fort Hays State University which are by reference a part of this contract, and to honor the terms and conditions stated in this contract. Furthermore, resident agrees to abide by all state and federal laws. Failure to do so may result in disciplinary action up to and including eviction from university housing. Disciplinary action may also be taken by the university in accordance with the Student Code of Conduct and other university policies.

5. Assignment Policy
Fort Hays State University will not discriminate in room or building assignment on the basis of race, color, religion, sexual orientation, national origin, veteran status or ancestry. Continuing residents will be able to select their room in accordance with university reassignment and selection procedures. The university reserves the right to place limits on the number of residents to be reassigned in order to maximize space for new residents. New residents will be assigned to their preferred building to the extent possible. Failure to honor assignment preferences will not void this contract. The university reserves the right to change room or building assignments, to assign roommates, or to consolidate vacancies.

6. Application Fee
A non-refundable application fee of $35 and the completed housing contract (including payment of the security deposit) for the academic year are required to hold a room reservation and must be submitted to the Office of Residential Life.

7. Payment Schedule and Practices
A. When the Stadium Place and Wooster Place Contract is returned, a $200 security deposit must be submitted. The security deposit must be submitted by the deadline the Office of Residential Life establishes. Failure to meet this deadline will invalidate the contract.
B. Housing charges are divided into three payment due dates per semester. Due dates are set according to Student Fiscal Services policy. Specific amounts and due dates are listed on the student's TigerTracks Account Balance/Make a Payment page. Financial aid recipients will have the available funds disbursed first towards tuition and fees, then towards housing charges for the semester.
C. A $25.00 administrative fee is assessed each time a payment due date has been missed until the balance has been satisfied.
D. In the event that the resident fails to make payment by the delinquency date, the University may declare the contract terminated and may take possession of the Premises by any lawful means. Upon the University declaring that the contract is terminated, the resident will immediately surrender possession of the apartment to the University.
E. Resident agrees to pay all Fort Hays State University debts and charges pursuant to FHSU policies. Resident understands that the university is advancing value to them in the form of educational services and that their right to reside in university housing is expressly conditioned upon their agreement to pay the costs of room and any additional costs when those charges become due. Resident understands the university notifies students of debts by their Fort Hays State University e-mail account. It is the resident's responsibility to view charges in their TigerTracks Account Balance Page at www.fhsu.edu/TigerTracks.
F. Resident understands that past-due student accounts will result in University enrollment, transcript and services being withheld in accordance with University Regulations. Delinquent debts may be reported to a credit bureau and referred to collection agencies, or litigated. Resident agrees to pay costs of collecting unpaid charges, including attorney fees and court costs. This Agreement shall be construed in accordance with Kansas law and any lawsuit arising out of this Agreement is subject to the exclusive jurisdiction of the Ellis County District Court in Hays, Kansas.

8. Housing Scholarship Program
Housing scholarships are awarded on a semester-by-semester basis. Housing scholarship(s) will be prorated when a resident is exercising contract termination under Section 14, B. Housing scholarship amounts cannot exceed the amount owed. All housing scholarship amounts are subject to change without notice by Fort Hays State University. If the resident's financial situation changes, Fort Hays State University will not be able to reduce the resident's contract amount.

9. Damages and Costs
The resident agrees to pay the university for any damages, lost property, or unnecessary service costs incurred through accident, neglect, or intent. When more than one resident

Keep this information

occupies the same apartment, and responsibility for damage or loss in the apartment cannot be ascertained by the university, the cost of damage or loss will be divided and assessed equally between the residents of the apartment. In cases of loss, damage, or unnecessary service costs to common areas of the building, defined as those areas not assigned to an individual, the cost of repair, replacement and/or service may be assessed to each resident on a prorated basis. Charges may be taken from the security deposit. Any security deposit remaining after all institutional charges are paid will be returned after the move out date.

10. Vacating
The resident will vacate his/her apartment no later than 6:00 p.m. on May 23rd. A check-out time will need to be set up with a Manager or Resident Assistant a minimum of 24 hours before departure. Residents may extend their lease for the summer by going to the Office of Residential Life and filling out an additional contract.

11. Check-in and Check-out
Upon moving into his/her assigned apartment, the resident will complete, sign, and return the Room Condition Report to his/her Manager or Resident Assistant. This Room Condition Report will be an accurate and complete record of the contents and condition of the assigned apartment and will be the basis for apartment damage charges if assessed. When vacating the apartment, the resident agrees to follow established check-out procedures. This includes removing waste and debris and leaving the apartment in an acceptable, clean condition, and returning apartment key(s). Failure to follow established check-out procedures may result in the assessment of a $50 improper checkout fee and additional damage charges. Any personal property left at the end of the contract term will be removed from the apartment and disposed of according to practices, procedures or policies of the University. Fort Hays State University officers, employees, and agents shall not be responsible for any personal property not removed from the room by the resident.

12. Entry by Staff
University officials reserve the right to enter and inspect university housing units at any time. Inspections are conducted to protect and maintain the property of the university, ensure the health and safety of its residents, or whenever necessary to aid in the basic responsibility of the university regarding discipline and maintenance of an educational atmosphere. In such cases, effort will be made to notify the resident(s) in advance and to have resident(s) present at the time of entry.

13. Guests
Residents are responsible for the actions of their guests. Guests are to abide by university policies and be escorted at all times.

14. Termination of Contract
A. Cancellation: If the contract is terminated for one of the reasons listed below in section 14, B, the resident shall have housing charges adjusted on a prorated daily basis plus be charged a $150 termination fee. If the reason for cancellation does not meet one of those outlined in section 14, B, the resident is responsible for the full payment of the housing contract, including meal plan and security deposit (if applicable).
B. In the following situations the resident may apply with proof to the Office of Residential Life for a contract termination:
(1) Assignment to a university-sponsored internship, research, or other program: if the resident has received an assignment to or is a participant in a university-sponsored internship, study abroad, exchange, or other university program which requires living away from Hays.
(2) Medical or health problems: the resident has a severe medical or health problem which is directly related to living in university housing. The resident must present documentation of the severity of the health problem through a medical service provider.
(3) Permission to live with parents: a resident may apply for termination in order to live with parents who have moved to Hays after the contract start date.
(4) Marriage: if a resident becomes married after entering into this contract, a copy of the marriage certificate must be presented before an application for termination will be considered.
(5) Graduation: completion of graduation requirements during the term of the contract.
(6) Transfer: if a resident is transferring to another university, proof of the transfer must be turned in when the letter is submitted.
(7) Other: if a resident has extenuating circumstances that are deemed appropriate by a housing committee.
C. The university may terminate the housing contract under the conditions stated in the circumstances identified below. In each case, the resident will be responsible for the full payment of the Stadium Place and Wooster Place Contract, a Meal Plan Contract if one exists and the forfeiture of the security deposit.
(1) Violations of rules and regulations: the Office of Residential Life may terminate the housing contract with appropriate notice if the resident is found to have violated university rules, policies and regulations.
(2) Failure to comply with the housing contract: if a resident fails to comply with any portion of the housing contract, the Office of Residential Life may terminate the contract with appropriate notice.
(3) Ineligible to return: the housing contract is automatically terminated if the resident is ineligible to return to the university for disciplinary reasons.
(4) The university reserves the right to administratively remove any resident immediately if, in the judgment of the university, a resident's behavior will have an effect on his or her own safety or that of others.
D. Non-Return: Students contracted for a full academic year who do not return and are not enrolled at the university for the second semester will owe charges through the first Friday of that semester.
E. Any outstanding charges must be paid up until the check-out date and completion of the damage assessment.

15. Off-Campus Living Requests
First-year students wishing to be exempt from the on-campus housing requirement may fill out an Off-Campus Living Request ("OCLR"), which may be downloaded from the Residential Life page of the FHSU web site. This exemption is granted if:
(1) You plan to live in the home of your parent/legal guardian within a 60-mile radius of the FHSU campus;
(2) You are married, and plan to live with your spouse (whereupon proof of marriage is required with the OCLR form);
(3) You have other extenuating circumstances for which you feel exemption should be granted. These circumstances are only granted through appeal of the decision by the OCLR committee.
B. The OCLR is due no later than August 1, 2014, or within 10 days of admission date.

16. Contract Assignment
This contract is not transferable and shall not be assigned by the resident.

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17. University Housing Programming
A per student program fee is included in the overall housing rate for Residence Hall Association, Resident Assistant and Community Council programming.

18. Information Disclosure
Residents must fill out the Student Privacy Request Form in the Office of Student Affairs if they do not want any of their personal information such as telephone number or address disclosed.

19. Hold Harmless Clause
The resident agrees to hold harmless Fort Hays State University and officers, employees, and agents from, and to indemnify them for, any claims for damages indemnify them for, any claims for damages including claims for negligence, as a result of property damage, bodily injury or death of the resident from any cause, or any other person as a result of actions or inactions of the resident. Fort Hays State University is not liable for property belonging to the resident which may be lost, stolen, or damaged in any way wherever this may occur on the premises.

20. Contract Changes
Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of an appropriate university official.

21. Furniture
All university-provided furniture that is located in the assigned room or apartment must stay within the room for the entire year. Residential Life will not provide storage for furniture and any furniture that is missing upon checkout will be charged for accordingly.