



**FORT HAYS STATE
UNIVERSITY**

Forward thinking. World ready.

Housing and Meal Plan Contract

Office of Residential Life

600 Park Street

Hays, KS 67601

(785) 628-4245

www.fhsu.edu/reslife

HOUSING

Agreement is for: Academic Year 20 _____ and 20 _____ ;
Fall only 20 _____ ; Spring only 20 _____

FHSU ID # _____

Name: Last _____ First _____ Middle _____

Address _____ Phone Number _____

City _____ State _____ ZIP _____

E-mail _____ Date of Birth _____

Emergency Contact _____

NAME

RELATIONSHIP

PHONE

Fall Semester Grade Classification ☐ FR ☐ SO ☐ JR ☐ SR ☐ Other, specify _____ Gender ☐ Male ☐ Female

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.

Student Status

Preference by Rank

☐ New Freshman Student

_____ McMIndes Hall

_____ Wiest Hall

_____ Agnew Hall

_____ Heather Hall

☐ New Transfer Student

☐ Single

☐ Single

☐ Suite

☐ Suite

☐ Returning Student

☐ Double

☐ Double

☐ Suite

Hall placement is made based on date of receipt of application fee and contract. In the case of roommates, hall placement will be made based on the date of the last application fee and contract received. For housing and meal plan costs go to www.fhsu.edu/reslife/policies-and-forms/contract-costs/. Costs vary based on room and meal plans you choose.

Legal name(s) and birthdate(s) of other student(s) you would like to room with _____

Do you smoke? ☐ Yes ☐ No Would you object to your roommate smoking? ☐ Yes ☐ No

NOTE: All university buildings are SMOKE-FREE facilities.

☐ **\$35 Application
Fee Enclosed**

Interested in a Living Learning Option? Go to www.fhsu.edu/lc

MEAL PLAN

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

"aa" Open Access plus \$450/semester in Dining Dollars

"aa" 10-Meal Plan plus \$500/semester in Dining Dollars

"aa" 9-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 participation 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 for the first 4 weeks of each semester.

By signing this agreement, the student agrees to the "Terms and Conditions" (see Terms and Conditions Statement enclosed) as well as residence hall policies and procedures. No Contract will be processed without an application fee. Thank you.

Please sign below

Student's Signature _____ Date _____

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

Return this Agreement and a \$35 nonrefundable application fee to: Office of Residential Life, 600 Park Street, Hays, KS 67601.

You will want to remove the "Terms and Conditions" section before mailing and you may make a copy of this agreement for your records.

Return this portion of form to Fort Hays State University with a \$35 application fee

For Office Use Only:

Date Received _____

Room Assignment _____

Meal Plan _____

Amount Received _____

INTEREST SURVEY

1. Your major<""
2. Your favorite interests and activities<""
3. Weekday sleeping habits<

Get up: _____

Weekend sleeping habits<

Get up: _____

Go to bed: _____

Go to bed: _____
4. I function better in the

☐ morning
 ☐ afternoon
 ☐ evening
5. My room is usually

☐ Neat and everything is exactly where it belongs
 ☐ Clean, but sometimes gets a little cluttered
 ☐ Messy
6. The kind of music I enjoy listening to is

☐ Classical
 ☐ Classic Rock
 ☐ Hard Rock
 ☐ Pop/Top 40
 ☐ Techno

☐ Spiritual
 ☐ Jazz
 ☐ Country
 ☐ Alternative
 ☐ No preference/other _____

☐ Punk/Ska
 ☐ Rap
 ☐ Global
 ☐ R/B
7. I prefer to study

☐ Alone
 ☐ In my room

☐ With others
 ☐ In the library
 ☐ Other _____
8. Please rate the following to how important they are to you (1 being least important, 5 being most important)

a. Study habits	1	2	3	4	5
b. Involvement in student organizations	1	2	3	4	5
c. Finding out about career opportunities in my major field	1	2	3	4	5
d. Interest in spiritual and religious activities	1	2	3	4	5
e. Socializing with others on the floor	1	2	3	4	5
f. Participating in recreational sports (intramurals)	1	2	3	4	5
g. Participating in competitive sports	1	2	3	4	5
h. Spending time with significant others	1	2	3	4	5
i. Going home/away on weekends	1	2	3	4	5
j. Interest in living with an international student	1	2	3	4	5
9. Of all the lifestyle characteristics in questions 1-8, which would you say is the most important consideration for you in choosing someone to live with? _____ (Write in question number/letter.)
10. Further comment/clarification on any of the above

Residential Life Terms and Conditions

The following constitutes the Fort Hays State University housing and meal plan contract. The housing services described in this agreement are being offered under the terms and conditions stated herein. This contract becomes valid by completing and signing the Housing and Meal Plan Contract form and submitting a \$35 application fee to the Office of Residential Life. Completion and submission of the form indicates that the resident has read, understood, and agreed to all the terms and conditions of this contract. Termination of this contract becomes official upon signing the contract under section 15 Termination of Contract.

1. Eligibility

The resident must be enrolled at Fort Hays State University and be determined 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 meet with their hall director to discuss their course schedule. Students that have been out of high school for less than one year are required to live in university housing. 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 is for the full academic year and cannot be terminated or cancelled except under the conditions cited in the Termination of Contract section of this agreement. If entered into after the academic year begins, this agreement applies only to the remaining balance of the academic year.

3. University Agrees

Fort Hays State University agrees to furnish housing in the residence halls under the terms and conditions herein stated. The university will provide a single bed, chest of drawers, desk and chair, closet space, 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. Meal Program

Participation in a meal plan is mandatory for freshman and sophomore residents.

6. 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.

7. Application Fee

A non-refundable application fee of \$35 and the completed housing contract for the academic year are required to hold a room reservation and must be submitted to the Office of Residential Life.

8. Payment Schedule and Practices

A. Payments are due the fifteenth day of the month (August, September, October, November, January, February, March, April) for each month of the payment plan.

B. A \$25.00 administrative fee is assessed each time a payment due date has been missed until the balance has been satisfied.

C. Access to dining services and other services may be denied if payments are not made within fifteen days after the due date.

D. 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 meal plan and other charges 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 Statement of Account at www.fhsu.edu/TigerTracks.

E. 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.

9. Housing Scholarship Program

Housing scholarships are disbursed on a semester-by-semester basis. Housing scholarship(s) will be prorated when a resident is exercising contract termination under Section 15, Termination of Contract. 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.

10. 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 occupies the same room, and responsibility for damage or loss in the room cannot be ascertained by the university, the cost of damage or loss will be divided and assessed equally between the residents of the room. 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.

11. Vacating

The resident will vacate his/her room within twenty-four (24) hours after termination of this agreement, loss of student status, after his/her final examination of the semester, or according to the occupancy schedule, whichever occurs earliest. 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.

12. Check-in and Check-out

Upon moving into his/her assigned room, the resident will complete, sign, and return the Room Condition Report to his/her Resident Assistant. This Room Condition Report will be an accurate and complete record of the contents and condition of the assigned room and will be the basis for room damage charges if assessed. When vacating the room, the resident agrees to follow established check-out procedures. This includes removing waste and debris and leaving the room in an acceptable, clean condition, and returning all keys. Failure to follow established check-out procedures may result in the assessment of a \$50 improper check-out fee and additional damage charges. Any personal property left at the end of the contract term will be removed from the room 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.

13. 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 students, 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.

14. Guests

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

15. Termination of Contract

A. Cancellation: Resident is responsible for housing and meal plan charges for the entire academic year unless housing contract is terminated for one of the reasons listed below in section 15, B. If contract is terminated for one of the reasons listed below in section 15, B, the resident shall have housing and meal plan charges adjusted on a prorated daily basis plus be charged a \$100 termination fee.

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, 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 residence hall living. 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 was signed.

(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 Housing and Meal Plan Contract.

(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.

16. Contract Assignment

This contract is not transferable and shall not be assigned by any person other than a university official.

17. Residence Hall Programming

A per student program fee is included in the overall housing rate for Residence Hall Association, Resident Assistant and Hall 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 sustained by the resident or others in their room as a result of the resident's acts or omissions, relating to any changes or modifications made by the resident in their room or furnishings (as is sometimes done by residents) such as the construction of bunk beds, bookshelves, partitions, or other structures. This clause makes the resident financially responsible to the university, and releases the university, in the event a person who is injured including death, by a hazard constructed by the resident, from claims that the university is liable for damages. 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. Likewise, the university is not liable for any injuries, including death, which occur in its buildings or on its grounds.

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.