

III. 2009-2010 SCHOLARSHIP PROGRAM GUIDELINES If the student is eligible for one or more scholarships, the largest award will be credited unless this would disadvantage the student. Since scholarship payments are disbursed on a semester-by-semester basis, those amounts which are credited to pay for services under this Contract will be applied on a semester-by-semester basis as well. No scholarship funds will be applied to reduce the portion of the **Contract Amount** owed by a student exercising contract termination under Section VIII. (B). All scholarship amounts are subject to change without notice by the Kansas Board of Regents. Any reduction in financial aid or scholarship award will not result in a reduction to the student's **Contract Amount**.

IV. PAYMENT SCHEDULES AND POLICIES (A) Payments are due on the fifteenth day of the month 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) Failure to comply with this agreement may result in your inability to use payment plans, inability to enroll, and inability to access academic records. In addition, all reasonable collections costs, including attorney fees and other charges necessary for collection of any amount not paid when due, will be charged to the student. Delinquent amounts referred to a collection agency will be reported to one or more National Credit Bureaus. (E) Room, dining services and any other services furnished under this Contract are for the use of the Student to whom this Contract is issued. Transfer to or sharing with another person is not permitted. (F) **The student receiving financial aid funds is hereby informed that after all tuition and fees have been paid any remaining funds will be applied to charges due for room and meals under this Residence Hall Contract on a per semester basis.** The student accepts the responsibility for making each Contract payment by the date it is due. Outstanding charges are accessible through Tiger Tracks (<https://tigertracks.fhsu.edu>).

V. GENERAL POLICIES AND RESPONSIBILITIES (A) All official communication between the University and the Student will be made via the Student's Tiger Tracks e-mail account. It is the Student's responsibility to maintain this account. (B) **Utilities:** The University provides electricity, gas, water, telephone, cable television and trash removal. (C) **Damages:** Service/replacement charges will be assessed to the student if she/he does not maintain the general condition of his/her room at a level equal to the condition of said room upon the arrival of the student, normal wear and tear excluded. (D) **Liability:** The University will not be held liable for any theft, loss, or damage to any property of the student, including loss from fire, flood, or storm. Likewise, the University will not be liable for any injuries (including death) which occur in its buildings or on its grounds. The student is encouraged to carry appropriate insurance coverage. The University will not be liable for disruptions in services which are beyond University control and/or which are restored within a reasonable period of time. The student grants the University the right to dispose of any property left by the student after the student vacates or is expected to vacate the premises in any manner deemed appropriate by the University. Electrical surge protectors are recommended for all personal equipment and appliances. (E) **Living Quarters:** The residential space leased by the student under this Contract may be used as living quarters by the student only. (F) **Room Assignments:** The University reserves the right to make assignments and reassignments of accommodations. This will include reassignments associated with consolidation of residents holding double room contracts assigned to rooms not fully occupied. Subletting by the student is not permitted. (G) **Right of Entry:** The University reserves the right to enter the Room in order to inspect it for health and/or safety reasons; to make necessary and/or agreed upon repairs, decorations, alterations or improvements; to supply necessary service; to exhibit the Room to workers or as otherwise necessary in the operation and/or protection of the Premises or person therein. In the event of apparent or actual emergency situations, the University may enter at any time without notice. For non-emergency situations, the University will provide the Student at least 24 hours notice. (H) **Solicitation:** Use of residential space, any other building area, or the adjacent grounds for any commercial purpose is prohibited unless a contract is made with the University to secure permission for limited use. (I) **Contract Responsibility:** If the student is required by the University to leave the residence hall system of the University for disciplinary or other reasons, the student shall still be responsible for payment of the full value of her/his Contract for the full term of the Contract. Aforesaid payment shall come due on the date of check out or termination.

VI. CONTRACT PERIODS Unless otherwise noted this Contract is for both the 2009 Fall and the 2010 Spring semesters. The specific Contract Period for the Fall semester begins at 8:00 a.m., August 20, 2009, and ends at 6:30 p.m., December 18, 2009. Dining service begins with the lunch meal on August 20, 2009, and ends with the dinner meal on December 18, 2009. The specific Contract Period for the Spring semester begins at 8:00 a.m., January 11, 2010, and ends at 6:30 p.m., Friday, May 14, 2010. Dining Service begins with the lunch meal on January 11, 2010, and ends with the dinner meal on May 14, 2010. Meal service will not be provided during scheduled university breaks extending over 2 days. During time periods not covered by this Contract (such as the time between the Fall and Spring semesters) the Student is generally permitted to continue the use and occupancy of her/his room for no additional cost; consistent with University policy and as long as he/she is in "continuing contract" status. If the student occupies her/his room during a period not covered by the Contract and is not in "Continuing Contract" status he/she will be subject to additional charges, which is currently \$50.00 per night. The charge is subject to change. "Continuing Contract" status exists when the Student is under Contract for residence hall space for at least one-half the semester preceding and one-half the semester following a time period not specifically covered by this Contract. The meal plan services described in this Contract are furnished only at the times specified in this section of the Contract.

VII. ONE SEMESTER CONTRACTS Entering students who enroll for the first time during the Spring semester and upperclass students may request a Contract for one semester only. A request for a one semester only Contract must be indicated on the Contract at the time that the Contract is initially submitted. Determination of eligibility for a one semester only Contract will be made by the University.

VIII. CONTRACT TERMINATION This Contract may be officially terminated only under the conditions described in this section. (A) **Termination or Temporary Absence Initiated by the University:** The University reserves the right to terminate the Contract for good and sufficient reason when such termination is deemed by the University to be in the best interest of the University and/or the student. The University reserves the right to require temporary absence of the student from the residence hall for which they have contracted and/or from all residence halls for good and sufficient reason, without termination of the Contract, when such absence is deemed by the University to be in the best interest of the University and/or the student. Consistent with section V, (I), of the Contract, termination or temporary absence as described above will not relieve the student of responsibility for payment of charges under the Contract. (B) **Termination Requested by the Student: Vacating the premises does not constitute official Contract termination.** It is understood that if the student is required by University policy to live in a residence hall the student may not terminate his/her Contract without express written permission from the University. (1) Contract termination must be requested in writing and must be received by the Department of Residential Life. The request must include the reason for Contract termination and the proposed date. The University reserves the right to secure acceptable documentation of the student's stated reason for requesting Contract termination. (2) Upon approval of the request for Contract termination the Department of Residential Life will assess fees and charges due under the Contract and determine the effective termination date of the Contract in accordance with the fees and schedules as contained in the Contract. (3) Termination of the Contract will be permitted with no termination fee assessed under the following documented situations: marriage, accepting custody of a dependent, called to active military service or full withdrawal from the University including Virtual course work for a minimum of two consecutive academic semesters. Withdrawal from the University in this Contract is understood to mean withdrawal until the beginning of the fall semester, spring semester or summer term next occurring after the term during which the student withdraws. (4) In no event shall the Termination Fee amount to less than \$250.00 if the Contract is terminated on or after August 20, 2009.

(6) Contract Termination Fees and Charges

Date of Notification (postmark or delivery in person)	Charge
Prior to Occupancy:	
Prior to July 1st*	\$35 Application Fee
On or after July 1st* but prior to August 20, 2009	\$35 Application Fee plus \$100 Termination Fee.
On or after August 20, 2009	\$35 Application Fee plus \$250 Termination Fee.
After Occupancy: Application fee plus weekly **charge (Contract Amount divided by thirty-six for a full academic year contract or by eighteen for a one semester contract) for the time expired from the commencement of the Contract until the time the Student officially checks out of her/his University Residence Hall plus one-third of the remaining value of the full original Contract Amount from the aforementioned official check out time until the end date of the Contract. Scholarships will not be applied to reduce the one-third of the remaining value of the full original Contract Amount .	

(7) Check-Out Procedure Following Contract Termination

(a) During Contract Period

If the student terminates the Contract for any reason during the contract period, he/she must carry out said termination in accordance with the policies provided in the Contract and with other policies duly promulgated by the University; said policies to include but not be limited to the following:

- (1) Sign a "Contract Termination Verification" in the Office of Residential Life;
- (2) Pay all fees and charges due under the Contract;
- (3) Complete a room checkout with the Hall staff;
- (4) Return all keys;
- (5) Vacate the room occupied by the effective termination date as established by the Department of Residential Life.

Failure of the Student to follow checkout procedure as provided by the Contract will result in additional charges of not less than \$50.00. The effective termination date of the Contract is established by the Department of Residential Life. Charges under the Contract will continue until checkout is completed to the satisfaction of the University.

(b) End of Year

The student must pay all balances due and checkout with the Residence Hall Staff consistent with guidelines established by the University.

*January 1st for Spring only Contracts.

** A Contract "Week" begins on Monday and ends on the following Sunday. A part of a week is counted as an entire week.

Resident Information

Name: _____

The information you supply below will be used to make your room, roommate and floor assignments.

I request a: DOUBLE Room (Roommate) SINGLE Room (No roommate)

Name of roommate requested (Each person must request the other in writing): _____

**Floor preference (not guaranteed): _____ ** Room preference (not guaranteed): _____

*I will be a FR SO JR SR GRAD Transfer student

Year of High School Class Graduation: _____

Major: _____ Current GPA (letter grade): _____

Extracurricular activities: _____

Physical limitations (if any): _____

Special dietary needs (if any): _____

On a scale of 1 to 10, rate your housekeeping: (sloppy) 1 2 3 4 5 6 7 8 9 10 (neat)

I prefer: more hours of visitation fewer hours of visitation I prefer: warm room cool room

I like to study to music/TV: Yes No

I stay up late at night:

I wake up early in the morning:

* **Directory information.** If any or all of this information is to remain confidential, please notify the Office of Student Affairs in writing.

**RETURN THIS CARD
WITH YOUR CONTRACT
Complete both sides**