

Residential Life 2026 Summer Housing Contract Terms and Conditions

The following constitutes the Fort Hays State University housing 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 Housing Contract. Completion and submission of the form indicates that the resident has read, understood, and agreed to all the terms and conditions of this contract. By signing this contract I give Residential Life permission to text me important or emergency messages. Message and data rates may apply. I may choose to opt- out at any time by contacting the Residential Life Office at srl@fhsu.edu.

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.

2. Contract Length

This contract is for the summer 2026 term. Those wishing to stay during the fall, winter, or spring will be required to complete a new housing contract for that term.

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, internet and trash removal. Residents are prohibited from reprogramming the thermostat within their living spaces. Wooster Place Apartments are not furnished by the university.

4. Resident Agrees

Resident agrees to make payment of all fees, to observe all rules, policies, regulations, and restrictions of Fort Hays State University, and to follow any and all applicable public health guidelines, orders, and directives, all of 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 local, state and federal laws. Failure to do so may result in disciplinary action up to and including eviction from university housing, or termination of this agreement by FHSU. Disciplinary action may also be taken by the university in accordance with the Student Code of Conduct and other university policies, which Resident agrees to comply with.

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. The university reserves the right to place limits on the number of residents to be reassigned in order to maximize space for new residents. Failure to honor assignment preferences will not void this contract. The university reserves the right to change room or building assignments, to assign or reassign roommates, or to consolidate vacancies.

6. Payment Schedule and Practices

A. Housing charge due dates are set according to Student Fiscal Services' policy. Specific amounts and due dates are listed on the student's Workday Account. Financial aid recipients will have the available funds disbursed first towards tuition and fees, then towards housing charges for the term.

B. An administrative fee is assessed each time a payment due date has been missed until the balance has been satisfied.

C. 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.

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 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 student account through Workday.

E. Resident understands that past-due student accounts will result in university enrollment, transcript and/or 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 (Residential Life Terms and Conditions Residence Hall Contract) 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.

7. Damages and Costs

The resident agrees to pay the university for any damages, lost property, or 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. Resident has 45 days after date of check-out to appeal damage charges. Appeals must be made in writing to srl@fhsu.edu. Estimated damage costs can be found on the Residential Life web page.

8. Vacating

The resident will vacate their room within twenty-four (24) hours after termination of this agreement, loss of student status, after their 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 their own the health or safety or the health or safety of others. Any resident who does not vacate by the deadline will be charged accordingly and face the disciplinary process.

9. Check-in and Check-out

Upon moving into their assigned room, the resident will complete, sign, and return the Room Condition Report to their Resident Assistant. The 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 room 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 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.

10. 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.

11. Guests

Residents are responsible for the actions of their guests. Guests are to abide by university policies and be escorted at all times. Overnight guests are not permitted during the summer term.

12. Termination or Cancellation of Contract Acknowledgment

Termination of an FHSU Summer Housing Contract is at the discretion of Residential Life.

If the contract is terminated for good cause, as determined by the University, the student shall have housing charges adjusted on a prorated daily basis, and no termination fee will be assessed.

If a contract is terminated after the first day of the Summer session, **May 15th**, with no cause, an automatic \$100 termination fee will be assessed.

13. Contract Assignment

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

14. 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, including claims for negligence, as a result of property damage, bodily injury, illness, 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.

15. Contract Changes

Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of the office of Residential Life.

