2027-2028
FHSU Residential Life
Housing Contract

Residential Life Terms and Conditions

The following constitutes the Fort Hays State University housing and meal plan 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 and Meal Plan Contract and submitting a $50 fee and the contract 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 is only permitted under Section 15, Termination of Contract.

By signing this contract, I give Residential Life permission to text me important and emergency messages. I understand that message and data rates may apply. I may choose to opt-out of the text messaging at any time by contacting the Residential Life Office at srl@fhsu.edu. I also understand that Residential Halls have cameras in public spaces, while not actively monitored, they can be reviewed as needed.

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

2. Contract Length
This contract is for the fall academic semester and the spring academic semester when classes are in session. Those wishing to stay during the fall, winter, or spring breaks will be required to apply in advance and will be asked to provide additional documentation. Charges may apply for break periods.

Students wishing to arrive prior to fall or spring move in days will need to fill out the early arrival form no less than 72 hours prior to the requested early move-in date. Students moving early must be here for a university recognized purpose. Early arrival dates and times will be determined by the Residential Life Office. Early arrival charges may apply.

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 service (removal from building dumpsters). 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; resident acknowledges and agrees that this contract is subject to all rules, policies and regulations of Fort Hays State University deemed applicable by the University, which resident further acknowledges may change from time to time and expressly agrees to comply with, and which are by reference a part of this contract; and, resident agrees 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 Plan
Participation in a meal plan is mandatory for all residents within two years of high school graduation regardless of assigned housing space. This requirement also applies to those living in Stadium Place and Wooster Place. Additionally, student athletes who are receiving an athletic waiver for housing and board (per their Athletics/NCAA agreement) are required to have a meal plan. Flexi-Cash does not meet the meal plan participation requirement.

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. Returning students 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. Students who complete a contract but do not select a room will be assigned according to the Residential Life policy.

7. Contract Fee
A non-refundable contract fee of $50 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. Due dates are set according to Student Fiscal Services' policy. Specific amounts and due dates are listed on the student's account in Workday. Financial aid recipients will have the available funds disbursed first towards tuition and fees, then towards housing charges for the semester.
B. A $25.00 administrative fee is assessed by Student Fiscal Services 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. Access to dining, housing, and other services may be denied if payments are not made.
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 Workday account.
F. 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.

9. 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 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 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 webpage.

11. 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.

12. 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 safety or the safety of others. Any resident who does not vacate by the deadline will be charged accordingly and face disciplinary action.

13. Check-in and Check-out
Upon moving into the assigned room, the resident will complete, sign, and return the Room Condition Report to a Residential Life staff member. 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.

14. Guests

Residents are responsible for the actions of their guests. Guests are to abide by university policies and be escorted at all times. More specific information about guests can be found in the Residential Life Policy manual.

15. 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.

16. Off-Campus Living Requests for Students within One Year of High School Graduation

Students within one year of high school graduation wishing to be exempt from the on-campus housing requirement must fill out the Off Campus Living Request Form, which may be downloaded from the Residential Life page of the FHSU web site. This exemption may be granted only if one of the following conditions is met:

A. Resident plans to live in the home of their parent/legal guardian within a 50-mile of the FHSU campus.
B. Resident is married, and plans to live with their spouse (whereupon proof of marriage is required with the OCLR form);
C. Resident is approved through the Office of Student Accessibility Services for housing accommodation to live off campus due to a severe medical concern.

17. Termination of Contract

Termination of an FHSU Housing Contract falls under one of three categories. If the reason for cancellation does not meet one of those outlined in either Section A or Section B, the resident will be held responsible for full or partial payment of the housing contract, including their meal plan, as described in the table below. Students that have been out of high school for less than one year are required to live in university housing.

A. Exempt Cancellation by Student: If the contract is terminated for one of the reasons listed below, the student shall have housing charges adjusted on a prorated daily basis. No termination fee shall apply.
   (1) Student is not yet living on campus and will no longer be attending Fort Hays State University.
      i. Student must not be enrolled in any classes. Students that completed the contract will have a hold placed on their account if no longer attending Fort Hays State University.
   (2) 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.
   (3) Resident has completed graduation requirements during the term of the contract.
   (4) Resident has gone through and been approved by the University Medical Withdrawal procedure through the Office of Student Affairs.
B. Non-Exempt Cancellation by Student: If the contract is terminated for one of the reasons listed below, the resident shall have housing charges adjusted on a prorated daily basis plus be charged a termination fee. In the following situations the resident may apply with proof to the Office of Residential Life for a contract termination.
   (1) A resident may apply for termination in order to live with parents who have moved to Hays after the contract start date.
   (2) 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.
   (3) If a resident is transferring to another university, proof of the transfer must be turned in when the letter is submitted.
C. Cancellation by University: 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 full or partial payment of the contract and meal plan contract.
   (1) 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) 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) 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 their 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 plus any applicable termination fees.
   (1) Returners who are not enrolled in classes for the Fall Semester by July 31 will have their housing contracts cancelled automatically with a termination fee. This means that housing assignments and meal plans will be removed from the student account. A hold will be added to their account prohibiting them from enrolling. If they want to enroll in classes their contract will be reactivated, and a new housing assignment will be issued.
E. Any outstanding charges will continue to accrue until the official contract termination, approved check-out, and completion of the damage assessment.

Housing Contract Termination Fee Schedule for the 2027-28 Housing Contract

Date	Fee
December 1, 2026 – April 30, 2027	Submit OCLR form. Forfeit $50 Contract Fee
May 1, 2027 – May 31, 2027	Submit OCLR form. $150 Contract Cancellation fee.
June 1, 2027 – July 31, 2027	Submit OCLR form. Must meet one of the terms & conditions identified for contract termination approval. If approved: $300 contractual termination fee. If student is denied: Remaining contractual balance.
August 1, 2027 – May 12, 2028	Submit OCLR form. Must meet one of the terms & conditions identified for contract termination approval. If approved: 30% of the remaining contract balance is due. If student is denied: Remaining contractual balance.

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

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

20. 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, 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.

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