



# RESIDENCE HALL CONTRACT FOR HOUSING AND FOOD SERVICE 2017-2018

This document and those referred to within constitute Olivet Nazarene University's Housing Services contract for single student housing. The housing services described in this agreement are being offered to you under the terms and conditions stated herein. You can indicate your acceptance of this offer of University Housing Services by completing and signing the enclosed Contract Acceptance Form and returning it on or before the date indicated. Your signature on this form means you are responsible and agree to all the terms and conditions of the contract. This agreement will become legally binding on both parties when your signed Contract Acceptance Form is received by the Office of Student Development.

## 1. ELIGIBILITY

Non-married and not-previously-married students under the age of 23 who are enrolled for more than two classes per semester are required to live in University Residence Halls and participate in a board plan. Students who are enrolled for less than two classes, or who are 23 years of age or older, or are single and previously married are not permitted to live in University Residence Halls without prior permission. Students under the age of 23 who have completed eight full-time college semesters are eligible to live off campus.

## 2. CONTRACT TERMS

This contract is for the academic year, August 30, 2017 - May 4, 2018, and cannot be terminated or canceled except under the conditions cited in the #10 TERMINATION section of this agreement. If entered into after September 1, 2017, this agreement applies only to the balance of the 2017-2018 academic year.

## 3. UNIVERSITY AGREES

The University agrees to furnish housing and food services under the terms and conditions herein stated and described in the information materials which accompany this document, which are by reference made a part of this agreement.

## 4. RESIDENT AGREES

You agree to make payments of all fees specified in the #6 PAYMENT section of this agreement, to observe all guidelines and policies of Olivet Nazarene University which are by reference a part of this contract, and to honor the terms and conditions stated in this contract.

## 5. RATES

Room and board is a package plan, with options listed on page 3. All students living in student housing are required to participate in a board plan. No refunds are given for meals missed due to work or class schedules. Arrangements can be made through the office of campus dining services for sack lunches. A tuition deposit of \$200 must be paid to the Director of Admissions when applying for admission and before a room can be assigned. I understand that \$30 will be assessed to my student account if the room key must be replaced during the school year. If the key is not returned at the appropriate check out date, or if the core must be replaced during the year, a \$25 core-replacement fee will be assessed to my student account.

## 6. PAYMENT

Payment of room and board and student accounts, after financial aid is deducted, should be done in one of the following methods:

1. Payment in full.
2. Students may pay their student account directly to Olivet in four installments beginning on August 1, with subsequent payments made on the first of each month thereafter (Fall /Spring) through March 1. *Students whose registration is not post-marked by August 1 may forfeit their housing assignment for the Fall Semester.*
3. University accepts Visa, Discover, and MasterCard.

## 7. INDEBTEDNESS

If there is failure to satisfy financial obligation for tuition, fees, room, and board, and other indebtedness, the University reserves the right to void this contract and thus not reserve housing for

the student. Students owing balances from a previous semester may not be permitted to register for additional class-work. If there is indebtedness to the University, the University also reserves the right to deny requests for transcripts and transfers of credits earned.

## 8. HOUSING ASSIGNMENT POLICY

The University will not discriminate in room or residence hall assignment on the basis of race, religion or national origin. Continuing residents will be given the opportunity to select their rooms for the 2017-2018 academic year in accordance with the selection procedure published and posted by the administrator in charge. New residents will be assigned to their preferred hall or rooms based on their date of orientation attendance in the order that their tuition deposit is received. Failure to honor assignment preferences will not void this contract. The University may consolidate vacancies by requiring residents to move from single occupancy to double occupancy in a same unit. All efforts will be made to honor your request for a particular roommate(s). However, rooms will be assigned on a first come, first-served basis.

NOTE: Some rooms may be occupied by more than two students.

## HOUSING ASSIGNMENT POLICY (continued)

*Housing Criteria for University Place, Grand, Old Oak, Oak Run, Stadium, Stratford, or Howe:*

- 1) Current ONU students will have 1st choice.
- 2) Residents must be of sophomore, junior or senior status.
- 3) If a resident moves or does not return to school, the Resident Director or the

Office of Student Development reserves the right to fill any available space.

4) Single occupancy is not permitted.

5) Residents of Apartment Housing involved in any major disciplinary action may lose the privilege to reside in these areas and be required to move to the inner-campus. This includes, but is not limited to, any incident that results in a suspension.

## 9. ROOM CHANGES

Changing roommates or rooms within a designated residence hall may be permitted through July 1 for the Fall semester. Room changes are not permitted the first two weeks of school. Two weeks prior to Christmas Break room changes can be made for any reason per approval of Room Change Petition by the RD. All students involved in a requested room change must be approved by the Resident Director and the Office of Student Development. Changing roommates/rooms upon arrival to campus for a given semester will not be permitted. All changes prior to the beginning of a given semester must fall within the criteria stated above.

Room changes are not generally permitted throughout the year. However, if deemed in the best interest of the student and University, the student may change residence hall room assignments with prior authorization by following proper procedures. Unauthorized room or residence hall changes or failure to move out of a room at the designated time may result in a charge to the student of \$100 and/or disciplinary action.

## 10. TERMINATION OF CONTRACT

A. Cancellation: Any student may cancel this contract for any reason by notifying the Office of Student Development by August 1, 2017.

B. Mandatory Termination: If a student loses eligibility (as defined in ELIGIBILITY), termination of this contract is mandatory for both parties.

C. After August 1, 2017, in the following situations you may apply for a contract termination:

1. Denial of Admission.
2. Failure to attend or withdrawal from the University.
3. Medical or Health Problem: The

University may grant a termination of the contract if, in its judgment, the student 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 and evidence that the only means of alleviating the problem is to terminate this contract.

4. Financial Problem: Contract termination may be granted only when the University determines that a serious and substantial change in the financial situation has occurred after signing the contract, and termination would substantially alleviate the problem. The resident must first investigate alternative ways to solve the financial problem.
  5. Marriage: If a student is married on or after August 1, 2017 evidence of marriage must be provided before termination of this contract will be considered.
  6. Permission to live with parents or close relatives: You must apply for termination in order to live with parents or close relatives in the Kankakee area.
- D. Termination by the University: The University may terminate this agreement under the conditions stated in the following circumstances.
1. Exigency: The University may terminate or temporarily suspend performance of any part of this agreement without notice in the event of exigency which would make continued operation of student housing infeasible.
  2. Violation of Guidelines and Policies: The University may terminate this agreement with appropriate notice if, after a hearing and the opportunity to use the appeal process, the resident is found to have violated a guideline or policy as listed in #25 GUIDELINES AND POLICIES of this agreement or if the resident is found to have violated a guideline or policy as listed in the *University Life Handbook*.
  3. Failure to Comply with Contract: If you fail to comply with any portion of this agreement, the University may terminate this contract with

appropriate notice.

4. Residents of Apartments and Howes: Any resident of these housing units involved in major disciplinary action may lose the privilege to reside in these areas and will be required to move to the inner campus for a minimum of one semester.
5. All students: The University reserves the right to terminate this contract and deny re-enrollment of any student when such action is deemed to be in the best interest of the University or the student.

## RESIDENCE HALL CONTRACT FOR HOUSING AND FOOD SERVICE 2017-2018

## 11. REFUND AND FORFEITURE

Rooms are rented for full semesters only. Refunds of room and board will be prorated at the end of the week in which withdrawal is completed. Students leaving housing must inform the Resident Director, check-out with the Resident Assistant, and return the room key to avoid a fine.

## 12. CONTRACT ASSIGNMENT

This contract cannot be reassigned by you to any other person. You may not sublet any part of the premises.

## 13. LIABILITY

Olivet Nazarene University is not liable (within the limits of the law) for property belonging to you which may be lost, stolen, or damaged in any way whenever this may occur in the residence hall, including storage facilities.

## 14. FURNITURE

The University agrees to provide one bed, one desk, one chair, one closet, and three drawers in a chest of drawers.

## 15. DAMAGES AND COSTS

The student agrees to pay for any damages, lost property, or unnecessary service costs caused by him/her to University residence halls because of neglect or intent. The student will be billed for damage to the building and for damaged or missing furniture or equipment. Where two or more students

occupy the same room and responsibility for damage or loss in the room cannot be ascertained by the University after having given the students an opportunity to explain the damage or loss, the cost of damage or loss will be divided and assessed equally between or among the residents of the room.

NOTE: Lofts are not permitted. Any furniture stacking considered to be unsafe or that may damage the furniture is not acceptable.

## 16. VACATION PERIODS

Students may not occupy their rooms during Thanksgiving Break, Semester Break, Spring Break, or Easter Break vacation periods. However, if at all possible, exceptions will be made for those who have University-related assignments and are required to be on campus.

## 17. FOOD SERVICE

Campus dining services will be provided to you as described in the food service information schedule for 2017-2018.

Food service is not provided under this agreement during Thanksgiving Break, Semester Break, Spring Break, and Easter Break. Only authorized ID cards, certified as a meal pass, can be used for each meal and may not be altered or transferred. Students will not be allowed to enter the dining room without their ID. Students may obtain a new ID from the Information Technology Department for a fee of \$20.00. Students allowing someone else to use their meal pass will be assessed a \$25 service charge and/or disciplinary action.

If you are ill and unable to eat in the dining room, you may have a friend deliver your food to you. Call your Resident Director or Resident Assistant to make arrangements.

For students who require special diets for health, the food service provider will prepare meals in accordance with a doctor's order.

You are responsible for bussing your own tray to the dish room windows. Students that are involved in disruptive behavior, leaving trays, or throwing food in the dining room could be suspended from the dining room for a minimum of three days and assessed a fine and clean-up fee, or

be required to perform community service if necessary.

## 18. ROOM AND BOARD OPTIONS

All resident students are required to participate in one of the multiple room and board options listed below. Meals are served in the dining room in Ludwig Center. A meal plan must be designated on the contract. Adjustments may be made during the first five academic days of the Fall and Spring semesters. The meal plan may not be changed thereafter except to increase the number of meals per week. (Meal plans are reviewed annually and are subject to change.)

### *Room and Board Options*

1. 21 Meal Plan per week with \$25 in flex per semester
2. 14 Meal Plan per week with \$25 in flex per semester
3. 8 Meal Plan per week with \$200 in flex per semester
4. Block Plan: 135 Total Meals for semester with \$150 in flex per semester. Multiple meal swipes can be used per dining hour.
5. Block Plan: 160 Total Meals for semester, with \$100 in flex per semester. Multiple meal swipes can be used per dining hour.

"Tiger Dollars" may be used in Common Grounds, Jazzman's Café, Jazzman's Rec Center, Ludwig Main Dining Room, and the Casa del Tigre for the purchase of food and beverages in addition to the regular meals. Tiger Dollars may be used in the campus bookstore and must be used in all residence hall laundry facilities.

"Flex Dollars" may be used in most Sodexo locations. Flex dollars roll over from Fall to Spring, but are lost at the end of the academic year.

Block plans allow students to spread their meals out however they want. It allows them to share meals with friends and family. This enables them to have higher utilization than an 8, 14, or 21 meal plan.

## 19. VACATING

Students must vacate the premises according to the residence hall closing schedule that is published as a part of this contract. If you are a current resident

student and graduating from the University, or participating in the graduation program, you may remain in your room until Commencement Day. Students who must leave the institution for disciplinary reasons may be asked to vacate the premises immediately. All others who withdraw or discontinue as a student and terminate this agreement during the semester must vacate the premises within 24 hours.

## **RESIDENCE HALL CONTRACT FOR HOUSING AND FOOD SERVICE 2017-2018**

## 20. CHECK-IN/CHECK-OUT

Upon moving into your room, you will complete, sign, and turn in a room inventory sheet which will be an accurate and complete record of the contents and conditions of the assigned room. This inventory will serve as the basis for check-out charges, if assessed. You agree to follow the proper check-out procedure when vacating the premise, which includes removing waste and debris, and leaving the room in an acceptable, clean condition. Should extra cleaning by University personnel be required because of poor housekeeping, a service charge may be assessed to you.

## 21. GUESTS

You are responsible for the conduct and dress of your guests. A guest may stay in your room without charge for a maximum of three days after which a \$10 charge per day will be assessed. The Resident Director may limit the number of days a guest stays in a residence hall. Guests staying in the residence halls must be registered with the Resident Director. Residents housing unapproved guests or guests staying longer than three days will be subject to a daily fine or disciplinary action. NOTE: Babysitting is not permitted in the residence halls. Guests under the age of 14 are not permitted to stay overnight.

## 22. ROOM ENTRY

Authorized personnel may enter your room or apartment for reasons of health, safety, general welfare, to make

necessary repairs to rooms and room equipment, and/or in response to conduct which is in violation of University policies or laws of our land. The University reserves the right to search the room of any student with or without the student present. No room will be searched except by approval of the administrator in charge or his/her representatives. Weekly room checks will be made by authorized personnel.

### 23. FOOD PREPARATION

(INNER CAMPUS RESIDENCE HALLS)

Cooking is not permitted in inner campus residence halls except in kitchens furnished by the University. Electric coffee makers are permitted, but heating and cooking appliances such as toasters, frying pans, sandwich grills, microwave ovens, hot plates, waffle irons, etc., are prohibited. Only compact refrigerators approved by the University staff are permitted. Refrigerators drawing more than 2 amps of electric current cannot be approved. The University reserves the right to remove unauthorized or dangerous electrical appliances.

NOTE: Space heaters are not permitted in any campus residence hall as space heaters are considered a fire hazard. Use without authorization from the Resident Director will result in disciplinary action and/or fine.

### 24. HOUSEKEEPING

You are responsible for cleaning your own room, for removing waste materials regularly, and for maintaining sanitation and safety conditions acceptable to the University. Room checks will be taken weekly at a time determined by the Resident Director. Each resident will be expected to follow weekly room check procedures and will be responsible for his or her room, furniture, windows, walls, etc., other than normal wear and tear. Ornamental use of bottles identifiable as alcoholic beverage bottles or containers is not permitted. Obscene or suggestive posters, pictures, and literature, and other items that are not in harmony with values and standards of Olivet Nazarene University are not acceptable. Furniture must not be removed from the rooms or

common areas to which it has been allocated. No pets, except fish, are permitted. Service animals and Support animals must be approved in advance through the Housing Office and Director of Assessment & Learning Support Services.

### 25. GUIDELINES AND POLICIES

The *University Life Handbook* contains state laws and University policies that are designated to maintain an appropriate physical and social environment for the mutual benefit of all residents. The policies contained within the *University Life Handbook* and *The University Catalog* are considered part of this contract. You should read the guidelines and policies found in the *University Life Handbook* before signing this document. Your signature indicates a willingness to abide by these policies, and failure to do so is considered a breach of this contract.

- A. Changes in the guidelines and policies may be made by the University during the terms of the contract. Such changes will be published by the Office of Student Development and by notices in the residence halls before changes become effective unless the health or safety of persons using the facilities may be adversely affected by the delay. In those cases, implementation may be immediate.
- B. Policies of the University are in effect as long as the student is enrolled. This includes both on campus and off, and during vacation periods.
- C. Students who are unable to adjust to university life at Olivet Nazarene University are subject to suspension or dismissal.
- D.

### 26. INSURANCE

It is the responsibility of each student to provide his or her own personal insurance for medical, accident, property, and vehicles. In many instances, benefits of family medical and homeowner's insurance policies extend to cover students while enrolled at the University. Vehicles used for student transportation must be fully covered by liability and property damage insurance at all times.

### 27. CONTRACT CHANGES

Changes may not be made in the terms and conditions of this agreement without the agreement and written permission of the Vice President for Student Development.

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