

Kenyon College Office of Housing and Residential Life Housing Terms & Conditions 2016-2017

The Housing Terms and Conditions is a binding agreement for the 2016-2017 academic year, as defined by the College. Subject to the terms, conditions and reserved rights contained in this agreement, the College will permit the student to occupy for residential and academic purposes a room/space designated by Kenyon College's Office of Housing and Residential Life. This agreement states that each student will read and comply with all rules, regulations and policies related to housing and residential life while an undergraduate at Kenyon and live in their assigned residential space. These include, but are not limited to, rules set forth in the current Kenyon Student Handbook and all other documentation provided by the Office of Housing and Residential Life. In the event of any inconsistency between this agreement and the Student Handbook or other documents, the terms of this agreement will prevail. The parties do not intend by this document to create any leasehold or other estate or rights in real property; this contract is a license to use residential space and shall apply to occupancy of rooms/spaces. Residents of College housing are student tenants under Ohio law, and this agreement represents the rental agreement with the undersigned student tenant for the relevant academic period and is contingent upon the resident's status as a student of the College. A signed copy of this agreement is available at the Office of Housing and Residential Life.

1. Residential Requirement: All students enrolled at Kenyon are required to live in College housing and enroll in the College dining plan. Students found living off campus without permission from the director of housing and residential life will be subject to disciplinary action.

2. Occupancy Period: Students may occupy their assigned spaces in campus housing while academic terms are in session. Fall semester occupancy for first-year students begins at 1:30 p.m. on Saturday, August 20, 2016. Fall semester occupancy for upper-class students begins at 9 a.m. on Tuesday, August 23, 2016 and ends at 12 p.m. on Saturday, December 17, 2016. Spring semester occupancy begins at 5 p.m. on Saturday, January 14, 2017; all students except seniors and those authorized to stay for late departure must vacate their rooms by 12 p.m. on Saturday, May 13, 2017. Extensions, if given, must be approved in advance by the office of housing and residential life and may be subject to a fee. Graduating seniors may remain until 7 p.m. on Saturday, May 20, 2017. The occupancy period may be subject to change by the College based on unforeseen alterations in the academic year calendar, or for other reasons, such as an extended power outage.

Student residences are closed during Thanksgiving break, winter break and spring break. Students must vacate their rooms by 12 p.m. on Saturday, November 19, 2016 for Thanksgiving Break, Saturday, December 17, 2016 for Winter Break, and Saturday, March 4, 2017 for Spring Break. Students may not return until 5 p.m. on Saturday, November 26 for Thanksgiving Break, Saturday, January 14, 2017 for Winter Break, and Saturday, March 18, 2017 for Spring Break. Students are not permitted to return to campus housing prior to the posted opening date and time for each break period.

3. Break Housing: Break housing is defined as any time that the College is not open when academic terms are in session: Thanksgiving Break, Winter Break, and Spring Break. Students who are participating in a pre-approved activity during opening, closing and/or a break, or otherwise have permission from the office of housing and residential life may request permission to return early, stay late, or stay during an opening, closing and/or break period. Students must request permission in writing and in advance from the office of housing and residential life; current students may not stay as guests of other students during any break period. During break periods, all rules and regulations of the College as detailed in the Student Handbook are still in effect. Being in College housing when the College is not in session, without permission from the office of housing and residential life, is a violation of College policy; violators are subject to disciplinary action and fees. A daily fee for break housing may be assessed for each student permitted to stay in College housing during a break period.

4. Housing and Board Rates for 2016-2017 Academic Year:

Residence halls (Bushnell, Caples, Gund, Hanna, Leonard, Lewis, Manning, Mather, McBride, Norton, Old Kenyon and Watson)

Single: \$3675/semester

Double: \$2670/semester

Triple: \$1950/semester

Apartments (Acland, Farr Hall, Morgan Apartments, New Apartments, North Campus Apartments, Taft Cottages, Wilson Apartments and programmatic houses)

Single \$4175/semester

Double \$3110/semester

Triple \$2450/semester

All students living campus housing are required to purchase a campus board plan. The cost of this plan is \$3395/semester.

All fees and charges are subject to change at any time by the Board of Trustees. This, as well as additional information regarding fees and charges, can be found at: http://documents.kenyon.edu/finance/2016-17_Fees_and_Charges_Fact_Sheet.pdf.

5. Payment Information: A student is considered enrolled for the semester when they are present on and/or after the first day of classes for the semester. The first day of classes is Thursday, August 25, 2016 for the fall semester and Monday, January 16, 2017 for the spring semester.

Students are billed for fall semester room and board costs on July 16, 2016 and for spring semester room and board costs on November 16, 2016. Bills will be adjusted, if necessary, on October 16, 2016 and February 16, 2017, to reflect the cost of a student's current room assignment, in the event that they have changed rooms on or before that date. A student is not officially registered until all fees and charges are paid. Exceptions are as follows:

Entering Student Deposit: \$350 – Newly admitted students must return, with their acceptance, an advance payment of \$350. This \$350 will be credited in full on the student's final bill upon graduation or withdrawal from the College. If, for some reason, the student never actually enrolls at Kenyon, the \$350 is non-refundable.

Refund Policy – During the first five weeks of actual attendance at Kenyon, from the date of enrollment, refunds for tuition, board, and qualifying room are made in accordance with the following schedule. Other fees and charges are not refundable. Refunds for room and board are made only in case of withdrawal from the College because of serious illness or accident and provided the student's physical or mental condition is certified by a licensed physician.

| Period of actual attendance from date of enrollment | Date range | Percent of charges refunded |
|---|-------------------------------|-----------------------------|
| <i>*2016 Fall Semester</i> | | |
| Two weeks or less | August 25 – September 7, 2016 | 80% |
| Between 2 & 3 weeks | September 8 – 14, 2016 | 60% |
| Between 3 & 4 weeks | September 15 – 21, 2016 | 40% |
| Between 4 & 5 weeks | September 22 – 28, 2016 | 20% |
| More than 5 weeks | September 29, 2016 – | -0- |
| <i>*2017 Spring Semester</i> | | |
| Two weeks or less | January 16 – 29, 2017 | 80% |
| Between 2 & 3 weeks | January 30 – February 5, 2017 | 60% |
| Between 3 & 4 weeks | February 6 – 12, 2017 | 40% |
| Between 4 & 5 weeks | February 13 – 19, 2017 | 20% |
| More than 5 weeks | February 20, 2017 – | -0- |

Financial Aid Refund Policy – If students receive federal financial aid and withdraw from the College prior to completing 60% of the semester, federal regulations require the College to calculate how much aid that student has earned. Any unearned federal and institutional financial aid will be charged back to that student's account, possibly creating a balance due to the College. For a complete description of the Federal and Institutional Financial Aid Refund policy refer to the College Federal and Institutional Financial Aid Refund Facts at <http://www.kenyon.edu/admissions-aid/financial-aid/payment-plans-refund-information/federal-and-institutional-financial-aid-refund-facts/>.

6. Assignment Information: Students are provided space within the residence-hall system while they are undergraduates at Kenyon; they are not guaranteed a specific room. Assignments will be made according to procedures and space available as established by the office of housing and residential life. Roommates in the residence halls are assigned without regard to race, creed, sexual orientation or national origin. Any actions that jeopardize the rights of a roommate or other students in the residential community to normal use of the

assigned residences are unacceptable, and the student responsible is subject to disciplinary action. Students may not change rooms without prior approval from the office of housing and residential life.

The office of housing and residential life reserves the right to reassign, remove or suspend (pending review as explained in Section 10, below) from campus housing any student at any time. Reassignment or removal may result if a student exhibits disregard for the residential community, violates the terms and conditions of the Housing Terms and Conditions/housing contract/division, theme, or program house requirements, or violates other College rules and regulations. In addition, the office of housing and residential life reserves the right to reassign students to address administrative issues. In the event of an unresolved conflict involving students sharing a room, apartment or suite, the office of housing and residential life may dissolve the entire living arrangement and require all of the residents to relocate.

Students on interim suspension pursuant to College policy may be subject to residential restrictions according to the terms of that suspension.

Students with disabilities, as defined by the Americans with Disabilities Act, may apply for a housing accommodation, including an emotional support animal. See <http://www.kenyon.edu/student-life/residence-life/office-of-housing-residential-life/housing-lottery/housing-accommodation-information/> for additional information.

7. Remaining Occupants of Rooms Where Vacancies Occur: When vacancies occur, the College reserves the right to show rooms/spaces and assign new occupants to fill those vacancies. In order to accommodate a potential new roommate, the resident of a partially filled room/space is required to make one set of furnishings available for use and to keep the rest of the room/space reasonably clear and ready for occupancy. In a partially filled room/space, the office of housing and residential life may, at its sole discretion: 1) allow the remaining resident to find a suitable resident to fill the vacancy, 2) assign a new resident to fill the vacancy, or 3) reassign the remaining occupant(s) to a different room/space.

8. Accountability: Each campus housing space is to be used only as the personal living quarters of the assigned individuals and in accordance with the rules and regulations of the College. Students cannot loan, lease, sublet and/or buyout other students' rooms. All assigned residents of single or shared living spaces are responsible for all activities taking place in the room/suite/apartment/house, whether the assigned resident(s) is(are) present or not. The assigned residents may also be held responsible for any prohibited items found in the space.

9. Repossession by the College: The College reserves the right to repossess student rooms/spaces, and/or other residential facilities in the event of an epidemic, or other emergency.

10. Contract Termination: The College may terminate a student's housing and take possession of the room/space at any time (1) upon violation of the Housing Terms and Conditions/housing contract; or (2) at the direction of a duly authorized judicial body, dean or other officer of the College; or (3) following a student's suspension or dismissal from the College.

Pursuant to Ohio Revised Code Section 5321.031, the College may terminate this contract and require the student to vacate the residential space only upon a determination that the student has violated a provision of this contract or violated an applicable standard of conduct, except in any case where a student's presence in the residential space poses an immediate threat to person or property, as determined by Housing personnel, in which case the student may be required to immediately vacate the residential space until a investigation/hearing on the matter is held. A determination that the student has violated a provision of this contract or violated an applicable standard of conduct may be made only after the student is given written notice of the alleged violation and a right to be heard on the matter. The College's notice and investigation/hearing procedures, and the College's student conduct boards and officers authorized to make the foregoing determinations, are described in the College's Student Handbook.

Any student who is notified that they are reassigned or removed from a campus housing space or from the College for any reason, or who is withdrawing from the College, must vacate within 48 hours of receipt of such notice, unless instructed otherwise by the Office of Housing and Residential Life or its designee. Any of the student's possessions remaining on the premises after that time will be

deemed abandoned, the student will be assessed a late-vacate fee up to \$150, and any cost incurred in removing the possessions will be charged to the student.

11. Renovations and Maintenance Projects: It is sometimes necessary to undertake residence hall refurbishing and renovation projects while students are in residence; the continued use of facilities during this type of construction period is required. In some instances, building or room reassignment may be required. Reassignment to another room due to renovation or for any other reason is not grounds for release from this agreement, for reimbursement of moving expenses, or for any other release or reimbursement.

12. Check-In/Check-Out Requirements: A student must check-in before occupying a room. At that time, building and room access will be granted using keys and/or K-card access, as appropriate for the assignment. The transfer of an ID and/or keys/K-card to another individual is prohibited. At the termination of the occupancy period, the student must complete the check-out procedure through an office of residential life staff member or express check-out. Failure to complete the proper check-out procedure will result in an improper check-out fee of \$150, in addition to \$150/lost or unreturned keys and the room will be inspected in absentia by a staff member.

13. Housing Damage Charges: A Room Condition Report (RCR) is completed at the time of check-in and check-out to note the condition of College property. The student's account will be charged if the office of housing and residential life determines, during an inspection throughout the year or upon check-out, that College property has been damaged, furniture is missing, and/or excessive cleaning is necessary. Residents may also collectively share in the financial responsibility for damages that occur in common areas and/or in hallways. The cost of the repair, replacement and/or clean-up will be charged to the student(s) account(s). Housing damage charges may be appealed, in writing, within 30 days of the date of the charge explanation letter unless there is an improper or express check-out, in which case there is no right to appeal such housing damage charges.

14. Responsibilities for Room Use: Each bedroom contains a bed, desk, drawers and closet space, Internet access, window treatment, and trash/recycle cans. Students must provide their own linens, including pillows and blankets, and task lighting. Students may not remove any College furnishings and/or move furnishings from one room to another. Students are responsible for room cleaning, regular waste removal and maintaining satisfactory health and safety standards, as determined by the office of housing and residential life. Custodians clean public areas, including lounges, corridors and bathrooms shared by more than four people.

15. Liability: The College shall not be liable for any failure, delay or interruption in performing its obligations and duties herein stated due to causes or conditions beyond its control or which could not have been prevented or remedied by reasonable effort at reasonable expense. Neither the College nor its officials, agents and employees are liable for the loss, theft, disappearance, damage or destruction at any time or in any place of any property belonging to, used by, or in custody of any resident no matter where such property may be normally used, kept, or stored. Students are encouraged to extend their family's homeowner's insurance or purchase specific renter's insurance to cover personal belongings.

16. Information Disclosure: Campus address information is considered "directory information" that will be disclosed to students and employees upon request, and to others as permitted by College policy. Residents must inform the Registrar's Office, in writing, if they do not want housing assignment disclosed.

AGREED BY (Please Print Legibly):

Name (Last, First, Middle Initial)

Student Signature

Date