

Kenyon College Office of Residential Life Housing and Meal Plan Terms & Conditions 2020-2021

The Housing and Meal Plan Terms and Conditions (the "Agreement") is a binding contract for the 2020-2021 academic year, as defined by the College. Subject to the terms, conditions and reserved rights contained in this Agreement, the College will permit the undersigned Student to occupy for residential purposes a space designated by Kenyon College's Office of Residential Life. The Student agrees to read and comply with all rules, regulations and policies, as well as amendments, related to housing and residential life while an undergraduate at Kenyon and to live in their assigned residential space; these include, but are not limited to, the rules set forth in the current Kenyon Student Handbook and all other documentation provided by the Office of Residential Life. In the event of any inconsistency between this Agreement and the Student Handbook or other Residential Life-related policies, the terms of this Agreement will prevail. While policies typically do not change mid-year, if changes are made, those changes will be reflected on the College website and students will be notified via email. The parties intend to create a license to use the residential space and to not create any leasehold or other estate or rights in real property. To the extent that a Student is considered a "student tenant" under Ohio law, 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 Residential Life.

1. Residential Requirement: All students enrolled at Kenyon are required to live in College housing and enroll in the College dining plan. Kenyon students are prohibited from utilizing non-Kenyon facilities or living spaces to supplement their College housing. Students seeking an exception from the residential requirement must receive prior written permission from the Office of Residential Life. Students found in violation of this requirement will be subject to disciplinary action.

2. Occupancy Period: Students may occupy their assigned spaces in campus housing while academic terms are in session. Details regarding the occupancy period, including move-in and move-out dates, are outlined in the academic calendar linked below:

<https://www.kenyon.edu/academics/academic-calendar/academic-calendar-2020-2021/>

Extensions to the occupancy period, if given, must be approved in advance by the Office of Residential Life and may be subject to a fee. Students approved for late departure must vacate their rooms by agreed upon date and time. 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.

Residential spaces are closed to students during Thanksgiving break, winter break and spring break, unless students register for break housing. Students are not permitted to return to campus housing prior to the posted opening date and time for each break period.

3. Break and Transition Housing: Break housing is defined as any time the College is not open when academic terms are in session: Thanksgiving break, winter break, and spring break. Transition housing is defined as the time between the end of summer housing and the beginning of fall semester occupancy and the end of the spring semester occupancy and the beginning of summer housing. Students who are participating in a pre-approved activity during a transition and/or a break, or otherwise have permission from the Office of Residential Life may request permission to return early, stay late, or stay during a transition and/or break period. Students must request permission in writing and in advance from the Office of Residential Life. Current students may not stay as guests of other approved students during any transition or break period. During transition and break periods, all rules and regulations of the College are still in effect. Being in College housing when the College is not in session, without permission from the Office of Residential Life, is a violation of College policy; violators are subject to disciplinary action and fees. A daily housing and/or meal fee may be assessed for each student permitted to stay in College housing during any transition or break period.

Many campus offices operate on a modified schedule during break and transition housing periods and campus resources may be limited, or unavailable. Campus offices typically impacted include, but are not limited to, the Library, Bookstore, Health and Counseling Center, and the Kenyon Athletic Center (KAC).

4. Board Plan and Meals: Meals are provided for Kenyon students during the academic terms, as defined by the academic calendar below:

<https://www.kenyon.edu/academics/academic-calendar/academic-calendar-2020-2021/>

Meals are provided for first-year and other new to Kenyon students during Orientation, and for seniors participating in Senior Week and Commencement. The board plan does not include meals during Thanksgiving break and spring break; the board plan resumes meal service with brunch on the Sunday following both breaks.

Students are responsible for their own meals any time the board plan is not in effect. Students who choose to eat in the dining hall, when it is open, will be responsible to pay for their own meals.

5. Housing and Board Rates for 2020-2021 Academic Year:

Students will find rates for the 2020-2021 Academic Year here:

<https://www.kenyon.edu/directories/offices-services/accounting/student-accounts/>

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

Single: \$3710/semester Double: \$2710/semester Triple: \$2035/semester

Apartment: (Acland, Acland Street House, Duff House, Delt House, Farr Apartments, Market Apartments, Morgan Apartments, McIlvaine Apartments, New Apartments, North Campus Apartments, Taft Cottages, VI Apartments, Wiggin Street House, Wilson Apartments, and programmatic houses)

Single: \$4210/semester Double: \$3160/semester

All students living in campus housing are required to purchase a campus board plan. The cost of this plan is \$3705/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:

https://documents.kenyon.edu/finance/2020-21_Fees_and_Charges_Fact_Sheet.pdf

6. Payment Information: Students are billed for fall semester room and board costs on July 15, 2020 and for spring semester room and board costs on November 17, 2020. Bills will be adjusted, if necessary, on August 15, 2020, and February 17, 2021, 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.

Student Accounts Refund Policy – If a student chooses to withdraw for a non-medical reason during the first 60% of the semester, the College will prorate a tuition refund based on the percentage of the semester completed. If the withdrawal is effective after 60% of the term has been completed, tuition for the semester will not be adjusted. Board charges will be credited for the term based on the percentage of the semester completed. Housing and other fees and charges are not refundable.

This, as well as additional information regarding refunds, can be found at:

<https://www.kenyon.edu/directories/offices-services/accounting/student-accounts/refund-policy/>

7. Assignment Information: Students will be provided a space for residential purposes while they are undergraduates at Kenyon; they are not guaranteed a specific space. Assignments will be made according to procedures and space available as established by the Office of Residential Life. Roommates in the residence halls, apartments, and houses may be assigned in accordance with College policy and without regard to race, creed, sexual orientation, or national origin. The College tries to take into consideration information provided by students when making room assignments, but this cannot be guaranteed. Any actions that jeopardize the rights of a roommate or other students in the residential community to normal use of the assigned spaces are unacceptable, and the student(s) responsible will be subject to disciplinary action. Students may not change spaces without prior approval from the Office of Residential Life. The Office of 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 Agreement, or division, theme, or program house requirements, and/or other College rules and regulations. In addition, the Office of Residential Life reserves the right to reassign students to address administrative issues. In the event of an unresolved conflict involving students sharing a residential space, the Office of Residential Life may dissolve the entire living arrangement and require all of the residents to relocate.

Students on interim suspension or other restriction pending the investigation and outcome of a student disciplinary process 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, and/or a meal plan accommodation.

Additional information regarding accommodations can be found at:

<http://www.kenyon.edu/directories/offices-services/student-accessibility-support-services/policies-forms/>

8. Remaining Residents of Rooms Where Vacancies Occur: When vacancies occur, the College reserves the right to assess, clean, and show spaces. In order to accommodate a potential new roommate, the resident(s) of a partially filled space is(are) required to make the appropriate sets of furnishings available for use and to keep the rest of the space reasonably clear and ready for occupancy. In a partially filled space, the Office of Residential Life may, at its sole discretion: 1) allow the remaining resident(s) to find a suitable resident to fill the vacancy, 2) assign a new resident to fill the vacancy, or 3) reassign the remaining residents(s) to a different residential space.

9. Accountability: Each assigned residential space is to be used only as the personal living quarters of the assigned resident(s) and in accordance with the rules and regulations of the College. Students cannot loan, lease, sublet and/or buyout other students' rooms. Students are prohibited from moving or trading spaces without prior approval. 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 resident(s) may also be held responsible for any prohibited items found in the space.

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

11. Housing Termination: The College may terminate a student's housing and take possession of the space at any time (1) upon violation of the Housing Terms and Conditions; 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 a student's housing and require the student to vacate the space only upon a determination that the student has violated a provision of this Agreement or violated an applicable standard of conduct, except in any case where a student's presence in the space poses an immediate threat to person or property, as determined by College personnel, in which case the student may be required to immediately vacate the space until an investigation/hearing on the matter is held. A determination that the student has violated a provision of this Agreement 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.

12. Vacating a Space: Any student who is notified that they are reassigned, terminated from housing, or who is withdrawing from the College, must vacate their space within 48 hours of receipt of such notice, unless instructed otherwise by the Office of Residential Life or College. Any of the student's possessions remaining on the premises after that time will be deemed abandoned, the student may be assessed a late-vacate fee up to \$150, and any cost incurred in removing the remaining possessions will be charged to the student.

13. Renovations and Maintenance Projects: Residential space refurbishing and renovation projects may occur while students are in residence. In some instances, room or building reassignment may be required. Reassignment to another room or building 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.

14. Check-In/Check-Out Requirements: A student must check-in before occupying an assigned residential space. At that time, building and room access will be granted using keys and/or K-card access. The transfer of an ID, keys, and/or K-card to any individual to gain access to any residential space is prohibited. At the end of the occupancy period, the student must complete the check-out procedure with an Office of Residential Life staff member or by express check-out. Failure to properly check-out will result in an improper check-out fee of \$150. Failure to return keys at the end of the occupancy period will result in a fee of \$150/key. All rooms will be inspected by a staff member.

15. 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 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. 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 14 calendar 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.

16. Responsibilities for Room Use: Each assigned space contains a bed, desk, drawers, 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 Residential Life. Custodians regularly clean public areas, including lounges, and corridors, as well as bathrooms in residence halls.

17. Force Majeure, Liability Limitation and Hold Harmless: You agree to release the College, its agents, and employees, from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of the use of residential space, including those related to potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the College, its agents, and employees from any Claims resulting from and arising out of your breach of the terms and conditions of this agreement. You understand that by residing in College housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include the potential exposure to contagious viruses, including the coronavirus. The College will not be liable for any failure, delay or interruption in performing its obligations and duties herein stated due to causes, circumstances, or conditions beyond its control. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the College's reasonable control. 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.

18. 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 assignments disclosed.

19. COVID-19 Expectations and Assumption of Risk: I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by being in campus residential facilities and that such exposure or infection may result in serious illness and death. The College will take reasonable precautions to prevent the spread of COVID-19. This means that the Student is assigned to a single room to help maintain social distancing recommendations, at no additional cost to the Student. The Student acknowledges that requirements may change in response to developing guidance from federal, state, and local authorities. If the Student is required to isolate or quarantine because of exposure to COVID-19 or contracting COVID-19, the Student agrees to take all reasonable steps to follow College COVID related guidelines, and directives for isolation or quarantine until the period of isolation or quarantine has passed. Student acknowledges that if the College is required to move to a remote operating environment or needs to close its residence hall for COVID-related emergencies, that the College is not responsible for retroactively refunding housing or board related charges.

AGREED BY (Please Print Legibly):

Student Legal Name (First, Middle Initial, Last)

Student Legal Signature

Date

If the above-named Student is not 18 years of age on the above date, a parent/guardian signature must also appear on this Contracts indicating acceptance of the terms and conditions herein. I, as the Parent and/or Legal Guardian, have read and understand this document. This agreement will be binding on me, my heirs, and assigns. I represent that I have full authority to sign on behalf of my child(ren) and that my signature binds each other person having authority to make decisions on behalf of the child(ren). I acknowledge that I am accepting and agreeing to this contract through an electronic signature, which shall be treated the same as if it was an originally hand-signed contract.

Parent/Legal Guardian's Signature

Date

**Required if student is under 18 at the time of signing.*