

1) Formulation and Term of Contract

- 1.1) This contract is for a room and meal assignment and takes precedence over other Lander University; hereafter referred to as Lander University, LU, and/or the University, publications and shall become binding at the time of signature until the final day of approved occupancy in the residence halls for the contract period.
- 1.2) LU does not discriminate against any individual or group of individuals. Room and roommate/suitemate assignments are made without regard to age, disability, gender, national origin, race, religion, sex, sexual orientation, or veteran's status. Resident students are assigned and housed in suites, or apartments.
- 1.3) Notification of acceptance to LU by the Office of Admissions and/or acceptance of awards from the Office of Financial Aid does not constitute an assignment or guarantee of a space in LU Housing or acknowledgment of this license agreement.
- 1.4) The term of this contract is for one academic year (fall and spring semesters) commencing on **August 22, 2027**, and terminating on **May 3, 2028**. For spring semester only applicants the contract commences on **January 9, 2028**, and terminates on **May 3, 2028**.
- 1.5) Room and meal assignments result in charges to the student's account; hereafter referred to as contract charges. Contract charges are billed per term.
- 1.6) All first-time freshman students who are under the age of 21 at the time of enrollment are required to live in LU Housing for the fall and spring semesters. Some LU scholarship recipients have additional residential requirements. In some circumstances exemptions for this requirement may be granted. For a comprehensive list of exemption/waivers and to access the Housing Exemption Request Form, please visit www.lander.edu/housing. All requests for exemption/waivers must be made by completing the **Housing Exemption Request Form**.
- 1.7) Students participating in fully online programs are not eligible for on campus housing. Lander University reserves the right to reject housing applications to individuals participating in fully online programs. If a student transitions into a fully online program while in on campus housing, their housing status may be revoked at the discretion of the Director of Housing and Dean of Students.

2) Grant of Contract

LU does lease to the student, and the student does take as tenant of the University, a bed space in a housing unit which is operated by the University; such space to be used and occupied as a residence by the student and for no other use or purpose whatsoever. By completing this contract, it is the student's intention to register as a full-time student as a requirement of this contract, therefore complying with all content of this contract as an

intended full-time student and may be removed from LU Housing when not in compliance. Reducing or dropping credits (part-time status) does not release a student from the financial and other obligations of this agreement even in cases of removal, suspension, or withdrawal.

- 2.1) LU grants no right of storage nor is obligated to provide such space beyond the student's space assignment.
- 2.2) LU reserves the right to make housing assignments and require assignment changes which it considers necessary or advisable to include consolidation assignments. In certain circumstances, the University reserves the right to make pending assignments prior to the application/contract being completed. In these circumstances, LU does not guarantee to assign to the student a specific bed space in a specific unit nor does the University guarantee to assign a specific roommate to share the space let herein but will attempt to honor specific requests of this sort whenever possible.
- 2.3) LU reserves the right to assign students to non-traditional accommodations including, but not limited to, converted study rooms, student staff rooms, living rooms, triples, or off-campus accommodations in the event that regularly designated spaces are not available.
- 2.4) By signing the LU Housing Contract electronically, the student and/or parent or guardian (required if the student is under age 18) acknowledges and agrees to conduct this transaction by electronic means in accordance with Title 25, Chapter 6 of SC Statutes Annotated, and that by entering his/her electronic signature, the student and/or parent or guardian is entering into a legally binding and enforceable contract with LU Housing.

3) Duties of the University

- 3.1) The University agrees to and shall:
 - a) Furnish utilities and services to each housing unit including but not limited to: water, heat, electricity, maintenance, and internet access.
 - b) Furnish to each student a habitable premises containing furnishings and equipment in good, working, and usable condition.
 - c) Provide maintenance service in the event of mechanical difficulties or interruptions of any utility service which is under the control of the University and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University but not under University control. There will be no adjustment to rent because of the University's inability to restore services for a reasonable period of time nor shall the University be liable for inconvenience incurred by the student during such period of time.
 - d) Provide an alternative space assignment or correction of any unsafe condition that may arise within a housing unit in which the student's space is situated. Please refer to section 2.3.
 - e) Assume no liability for damage to or losses of the student's personal property, or the property of others in the possession of the student resulting from loss, fire, flood, theft, vandalism, or other causes.

- f) Provide reasonable notice to the student of all rules, regulations, and other requirements applicable to living in LU Housing.
- g) Reserve the right to vacate residents from their rooms for periods of time for official University functions due to security precautions or any other reasons when it is deemed by the University to be in the student's best interest. In such events, every attempt will be made to keep inconvenience to the student to a minimum.
- h) Consider reasonable housing accommodations for students with disabilities. It is the sole responsibility of the student to request and provide sufficient documentation supporting the need for accommodation. The University shall consider each request individually and the University's decision to make an accommodation will be based on the specific facts and circumstances as provided by the student, student's doctor, and/or other individuals. The deadline for submitting requests is **February 1 (CURRENT/RETURNING STUDENTS) and May 1 (NEW STUDENTS)**. For full procedures, please contact the [Office of Accessibility Services](#).
- i) Reserve the right to deny or cancel a University Housing Application/Contract to students whose past or current behavior and/or criminal conviction indicates a possible risk to the safety, health, or life of any person, and/or to the safety of public or private property, and/or disruption to the University housing community or living-learning environment. Any person required to register under Article 7, Sex Offender Registry, is prohibited from living in campus student housing. S.C. Code of Laws Ann. 23-2-465 (2005). In the event it is determined that any person in campus student housing is subject to the above, law enforcement officials and appropriate University officials will be informed and the Housing Application/Contract will be deemed null and void and terminated immediately. The student must vacate the residence halls immediately. If the Housing Application/Contract is terminated, there will be no refund of any type of payments that have been made associated with this contract.

4) Duties of the Student

4.1) The student hereby agrees to and shall:

- a) Make no assignment of or sublet the premises assigned; nor move into any premises other than the one assigned without advanced approval from the Department of Housing and Residence Life; nor at any time withdraw from the University without officially checking out of their assigned bed space with the Resident Assistant and/or the Housing Office staff and returning the assigned room key.
- b) Make no nonresidential use whatsoever of the space or any portion of the building.
- c) Maintain any space where a vacancy exists in such a manner by the occupant(s) that will allow for another student to move in immediately without prior notification. Failure to do so may result in a referral to the Office of Student Conduct and Community Standards as well as the student's room rate being adjusted to cost plus 50% of the double occupancy rate for the student's assigned room. Upon being assigned to a double occupancy room with no roommate, either be prepared to accept an assigned roommate, find a new roommate, move into another room with a roommate, or pay for a private room prorated for the remainder of the semester as determined by room space needs.

- d) Maintain the space and all furnishings therein in good condition.
- e) Make no alterations, additions, improvements, repairs, or changes to the space or the furnishings or equipment assigned without prior written consent of the University; and assume liability for any alterations, additions, improvements, repairs, or changes made without such consent.
- f) Assume liability for any damages to the space and any furnishings or equipment therein; or to any portion of the building in which the space is situated, which results from an act of, or from want of ordinary care on the part of, the student; and assume equally with the other residents of the room/suite/apartment/building; a pro rata share of damages to common areas when the responsible party cannot be identified.
- g) Accept and comply with all LU rules and regulations as published in the Lander University Student Handbook and all Housing and Residence Life publications.
- h) Indemnify and hold harmless the University and its employees from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney's fees, resulting from or arising out of any injury to the student's person or property, or the property of another in the possession of a student, which occurs in or about the premises of the student's building which may occur during the term of the contract.
- i) Allow the University to enter the space for routine inspection at reasonable hours following advance notification (24 hours or more) via the student's official Lander University email address or via written notice posted conspicuously in the assigned building and without notice where circumstances necessitate repair or alteration of the room, where there is sufficient reason to believe violation of University rules and regulations are occurring, where there is sufficient reason to believe that an occupant of the room may be physically harmed or endangered, where University property is endangered, or where emergency circumstances exist.
- j) Participate in the student meal plan contracted by the University and food service. Special diet requests must be submitted to the Director of Housing and Residence Life and the Executive Director of Wellness and Holistic Support and approved in advance by the Director of Dining Services. Meal plans cannot be changed within a semester after the first meal has been served. Complete details regarding meal plans can be found at www.lander.edu/housing under the "Meal Plan" tab.
- k) Not remain in the residence halls at any time during official residence hall closing periods without prior approval.
- l) Occupy the assigned space. If a student fails to take occupancy by **5:00 p.m. August 24, 2027 (fall)/January 11, 2028 (spring)**, the student will be considered a "no show". A "no show" resident who is no longer enrolled at LU will have their assignment cancelled and forfeit the non-refundable \$250 Housing Deposit. A "no show" student who remains enrolled at LU will remain assigned and will be held responsible for the full financial obligation of the LU Housing Contract. Although a "no show" student who remains enrolled at LU will remain assigned, the assignment may change at the discretion of LU Housing.

5) Payment

- 5.1) For this contract period, students shall pay to the University, upon submission of the Housing Application/ Contract, a non-refundable Housing Deposit in the amount of \$250. This payment qualifies students to complete the room sign-up process and allows them to secure a room (provided that space is available at the time of room selection) for the contract period for which the application was submitted. If the student's deposit payment is not honored by their financial institution, the student's application shall be placed on hold and not processed unless and until payment is made.
- 5.2) Upon notification of a room space and meal assignment, the student shall pay the balance due as required by LU's Business Office policies. If the student enrolls and fails to occupy the assigned room, full cost of the room and board for the length of the contract will nonetheless be due. Additional charges may be incurred should a student change rooms within the semester. The student may be required to pay the additional charge prior to a key being issued for the new room assignment.
- 5.3) The University reserves the right to increase housing and meal plan rates as deemed necessary and appropriate by the Lander University Board of Trustees. Information regarding all university fees is located on the LU Business Office website.

6) Cancellations & Appeals

- 6.1) The University reserves the right to terminate this contract immediately for fall and spring semester(s) upon breach of any term of this contract by the student, specifically including violation of any university regulation by the student whether such regulation be now in effect or later enacted and promulgated, or if the student is not registered as a full-time student (no less than 12 credit hours), or if it is determined that the student is no longer attending classes as verified by the student's professors, or for other reasons as detailed in any official LU publication. If the contract is terminated, and the student is allowed to remain enrolled in the university in the fall, there will be no refund of any balance of the fall term. If the student is allowed to re-enroll in the following spring semester, the housing contract charges that would have been in effect prior to the termination will be assessed for the spring semester. If the termination occurs in the spring, there will be no refund of any balance of the spring term.
- 6.2) The student shall have the right to terminate the contract for non-enrollment prior to the first official residence hall opening day due to academic suspension, medical reasons, graduation, or marriage. Documentary evidence will be required by the University to show just cause for cancellation. At that time, charges assessed to the student in association to the contract assignments are removed from the student's account minus any indebtedness to the university. This indebtedness may include a contract per day rate charge applied if the student has taken possession of a room key through the date of proper room check out and/or key return has been completed. If termination occurs due to the student's official withdrawal from classes after the first official residence hall opening day, refund of room and board fees will be granted and calculated on a prorated basis through the cancellation date of the contract. No refunds will be issued after the 0% refund date based on the withdrawal schedule distributed by the LU Office of the Registrar. If the student withdraws from the university and re-enrolls during the same academic year, the Department of Housing and Residence Life reserves the right to reinstate the contract from the date of re-enrollment for the remainder of the academic year.
- 6.3) Cancellation Procedures for 2027-2028**

a) June 30, 2027

- If written cancellation is received on or before this date, the contract is canceled to include any housing and meal assignments. The \$250 Housing Deposit is not refunded.

b) July 1-July 31, 2027

- If written cancellation is received during this time period, the contract is canceled to include any housing and meal assignments. The \$250 Housing Deposit is not refunded, and a cancellation charge of \$350 will be added to the student's account.

c) August 1, 2027

- On and after this date, the contract cannot be canceled, and the student is obligated to pay the entire year's contract charges. The \$250 Housing Deposit is not refunded. For exceptions, see section 6.2.

d) Academic Year – Fall/Spring

- From the first official opening date of the residence halls or the date the student takes possession of a room key, whichever occurs first: After this date, the contract cannot be canceled, and the student is obligated to pay the entire year's contract charges. The \$250 Housing Deposit is not refunded. Should a cancellation occur after this date due to academic withdrawal, the student will be assessed the prorated cost of their housing and meal assignments through the cancellation date of the contract. No refunds will be issued after the 0% refund date based on the withdrawal schedule distributed by the Lander University Office of the Registrar.

e) Spring Only Applications/Contracts

a) December 19, 2027

- If written cancellation is received on or before this date, the contract is canceled to include any housing and meal assignments. The \$250 Housing Deposit is not refunded.

b) December 20 - December 31, 2027

- If written cancellation is received during this time period, the contract is canceled to include any housing and meal assignments. The \$250 Housing Deposit is not refunded, and a cancellation charge of \$350 will be added to the student's account.

c) January 1, 2028

- On and after this date, the contract cannot be canceled and the student is obligated to pay the entire spring semester's contract charges. The \$250 Housing Deposit is not refunded. For exceptions, see section 6.2.

d) Spring Semester

- From the first official opening date of the residence halls or the date the student takes possession of a room key, whichever occurs first: After this date, the contract cannot be canceled and the student is obligated to pay the entire year's contract charges. The \$250 Housing Deposit is not refunded. Should a cancellation occur after this date due to academic withdrawal, the student will be assessed the prorated cost of their housing and meal assignments through the cancellation date of the contract. No refunds will be issued after the 0% refund date based on the withdrawal schedule distributed by the Lander University Office of the Registrar.

6.4) The student may appeal the terms of this contract at any time. Students are encouraged to contact the Department of Housing and Residence Life prior to submitting an appeal. If the student's concerns are not resolved satisfactorily, the student may submit appeals to the Housing Appeals Committee. The appeal form may be accessed at www.lander.edu/housing. The Housing Appeals Committee will meet on an as-needed basis and the student will be notified of the Housing Appeals Committee's decision via their Lander University student email.

The Housing Appeals Committee will render one of the following outcomes based on the appeal narrative provided. All appeals committee decisions are communicated via the student's Lander University student email. The Housing Appeals Committee's decision is final and is not subject to further review except in instances where procedures were not followed or where new documentation/evidence for approval becomes available after the committee has rendered its decision. In these circumstances, requests for review should be made in writing to the Director of Housing and Residence Life for review and decision by the Dean of Students.

- **Approved – No Additional Charges**

In this scenario, the Housing Appeals Committee approves the cancellation of the contract. The student incurs no cancellation charges and is not refunded for any time occupied in Lander University Housing (if applicable).

- **Approved – With Cancellation Charges**

In this scenario, the Housing Appeals Committee approves the cancellation of the contract. However, the student incurs a cancellation charge not to exceed 50% of the remaining financial obligation of the contract. For example, suppose a student lives on campus for the fall term but wishes to move off campus for the spring and is approved with cancellation charges. In that case, the room and board charges are dropped and replaced with the cancellation charges stated in the student's approval letter. For example, if spring charges are \$3,240 (room) and \$2,820 (meal plan) for a total of \$6,060 the committee can elect to apply a cancellation charge of up to \$3,030.

- **Denied**

In this scenario, the Housing Appeals Committee denies the appeal, and the student is responsible for 100 percent of the balance of the Housing Contract (regardless of whether the student occupies their assigned space).

- **Pending**

On occasion, the Housing Appeals Committee will place requests in a pending status. The appeal is neither approved nor denied, but the committee is requesting more documentation before rendering a decision.

LU Housing may cancel room and meal assignments of Continuing/Returning students if the student is not enrolled in fall courses by July 12 of the contract year. Reasonable attempts will be made to notify students prior to this deadline.

6.5) Students who have signed the housing contract and are on a waitlist for a room assignment may seek to cancel their housing contract without charges if they have not been placed by **August 22nd, 2027**. These individuals who cancel their contract due to lack of assignment may be eligible for a full refund of the \$250 Housing Deposit. Students may also elect to remain on the waitlist pending assignment to housing, in which case they are not eligible for a refund of the housing deposit. If a waitlist student does not notify Housing of their intent to cancel their housing contract and remove themselves from the waitlist by **August 22nd, 2027**, they will remain

on the waitlist pending assignment to Housing. Students wishing to cancel their contract after this date are not eligible for a refund of the housing deposit and must file an appeal. Please refer to section 6.4.

(**) Written Notice of Cancellation should be from the contracted student or from the parent/legal guardian if the student is under the age of 18. In some cases, written notification from an authorized university official/department who has received cancellation information may be honored as an accepted form of cancellation.

Lander University and the Department of Housing and Residence Life reserves the right to update this contract at any time as is deemed necessary. All addenda/amendments become an extension of this contract and are binding for all residents living in university operated housing facilities. Addendum(s) to this contract will be distributed to current residents and new housing applicants via the student's Lander University student email. Important Contract Procedures and Dates are located at www.lander.edu/housing and contains the most recent and/or updated information at all times.

Should this contract be cancelled/terminated and the student is eligible, and desires to, return to campus housing within the same academic year, the student will be required to reapply for campus housing to include all associated fees.

2027-2028 Important Housing Contract Dates

Date	Event
November 1, 2026	Application Opens for New Incoming Students
February 1, 2027	Deadline to Apply for ADA Accommodations. See section 3.9 of the Housing Contract.
February 10, 2027	Application Opens for Continuing/Returning Students
February 24, 2027	Deadline to Receive Timeslot for Room Sign-Up for Continuing/Returning Students
February 25-26, 2027	Room Sign-Up for Continuing/Returning Students with Housing Accommodations
March 9, 2027	Timeslot Notifications for Continuing/Returning Students
March 16-18, 2027	Room Sign-Up for Continuing/Returning Students with a timeslot
March 24, 2027	Room Selection Opens for Continuing/Returning, & Transfer Students who completed the Housing Application after the February 24 th deadline
May 1, 2027	Deadline to Receive Timeslot for Room Sign-Up for New Freshmen
May 18, 2027	Timeslot Notifications for New Freshmen
May 25-27, 2027	Room Sign-Up for New Freshmen
June 1, 2027	Room Selection Opens for New Freshmen Students who completed the Housing Application after the May 1st deadline. No timeslot needed.
June 30, 2027	Deadline to cancel Housing Application without additional fees. See section 6.3 of the Housing Contract.
July 1, 2027	Move-in appointments open for selection

July 1-31, 2027	Housing Applications may be canceled during this time with fees added. See section 6.3 of the Housing Contract.
July 12, 2027	LU Housing may drop room and meal assignments for Continuing/Returning Students who are not enrolled for the upcoming fall semester on or any time after this date.
August 1, 2027	Housing Application may not be canceled on or after this date. See section 6.3 of the Housing Contract.
August 18-19, 2027	Move-In Appointments for New Incoming Students Only
August 20, 2027	Move-In Appointments for Continuing/Returning Students
August 23, 2027	First day of fall classes.
August 24, 2027	All residents who do not take occupancy by 5:00 p.m. shall be considered a “no show” in accordance with section 4.12 of the LU Housing Contract.
December 15, 2027	All Residence Halls Close at 12:00 noon
December 19, 2027	Deadline for Spring Only Applicants to cancel Housing Application without additional fees. See section 6.3 of the Housing Contract.
December 20-31, 2027	Housing Applications may be canceled for Spring Only Applicants during this time with fees added. See section 6.3 of the Housing Contract.
January 1, 2028	Spring Only Housing Applicants may not be cancelled on or after this date. See section 6.3 of the Housing Contract.
January 6, 2028	All Residence Halls Open at 9:00 a.m.
January 10, 2028	First day of spring classes.
January 11, 2028	All residents who do not take occupancy by 5:00 p.m. shall be considered a “no show” in accordance with section 4.12 of the LU Housing Contract.
May 3, 2028	All Residence Halls Close at 12:00 noon

For a comprehensive academic calendar, please contact the Lander University Office of the Registrar.