

1. Formulation and Term of Contract

- 1.1: This contract takes precedence over other Lander University (LU), 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 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 same-sex rooms, suites, or apartments.
- 1.3: This contract is for a room and meal assignment for a full academic year. These assignments result in charges to the students account, hereafter referred to as contract charges, billed per term.
- 1.4: 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 to or guarantee of a space in University Housing or acknowledgement of this license agreement.
- 1.5: The term of this Contract is for one academic year (fall and spring semester) commencing on the first official day of fall semester residence hall opening for all students (definition: occurring on fall upperclassmen residence hall move-in day) and terminating within twenty-four (24) hours of the student's final spring semester exam. The term of this Contract for the student entering spring semester is for that semester only, commencing on the first official day of spring semester residence hall opening (occurring on spring upperclassmen move-in day) for all students and terminating within twenty-four (24) hours of the student's final exam.
- 1.6: All first-time freshman students under the age of 21 prior to the first official opening day of the residence halls for the academic year are **REQUIRED** to live in University Housing for the fall and spring semesters. For the purpose of this contract, a first-time freshman is defined as a student who is entering college for the first time and has less than 30 earned hours. Appeals/Waivers of this requirement are students who:
- Are from Greenwood county (or those whose hometown is within 20 miles of LU 320 Stanley Avenue, Greenwood, SC 29649) and who live with one or both parents/legal guardians, a grandparent, or a married sibling
 - who are married or who are parents
 - are veterans
 - are adult first-time freshmen (21 or older)
- Exemptions to this requirement must be made in writing by completing a Contract Appeal Form. Please refer to section 6.7 for information on accessing this form.

2. Grant of Contract

- 2.1: The University 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 university 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.
- 2.2: The University grants no right of storage nor is obligated to provide such space beyond the student's space assignment.
- 2.3: The University reserves the right to make housing assignments and to require assignment changes which it considers necessary or advisable. In certain circumstances, the University reserves the right to make temporary assignments when regular rooms are not available or to make pending assignments prior to the application being completed. In these circumstances, the University does not guarantee to assign to the student a specific bed space in a specific unit nor does it guarantee to assign a specific roommate to share the space let herein, but will attempt to honor specific requests of this sort whenever possible.
- 2.4: 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 26, 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

- The University agrees to and shall:
- 3.1: Furnish utilities and services to each housing unit, including, but not limited to, water, heat, electricity, maintenance, and internet access and cable.
- 3.2: Furnish to each student habitable premises containing furnishings and equipment in good working, usable condition.
- 3.3: 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 of 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.
- 3.4: 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. Refer to section 2.3.
- 3.5: Assume liability for damages to the student's personal property, caused by employees of the University in the performance of the duties within the scope of their employment; provided, such liability for damages shall include only personal property of the student.

- 3.6: 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.
- 3.7: Provide reasonable notice to the student of all rules, regulations and other requirements applicable to living in student housing.
- 3.8: 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.
- 3.9: 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. 23-3-465 (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 Contract will be deemed null and void and terminated immediately. This person must vacate the residence halls immediately. If the 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

The student hereby agrees to and shall:

- 4.1: 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.
- 4.2: Make no nonresidential use whatsoever of the space or any portion of the building in which the space is situated.
- 4.3: 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. Where there is a vacant bed space in the assigned room, the room must be maintained in a manner by the occupant(s) that will allow another student to move in immediately and without prior notification. Failure to do so may result in disciplinary action as well as the student's room rate being adjusted to one and one-half times the double occupancy rate for the student's assigned room.
- 4.4: Commit no waste within the room; nor in the building in which the space is situated; nor maintain or permit any such abuse of such premises. The student must take waste to specific designated areas on the campus.
- 4.5: Assume liability for any damages whatsoever 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 equality with other residents of the building; a pro rata share of damages to common areas when the responsible person cannot be determined.
- 4.6: Maintain the space and all furnishings therein in good condition, except for ordinary wear and tear or damages by acts of God.
- 4.7: Accept and comply with all university rules and regulations as published in the *LU Student Handbook* and all other Housing and Residence Life publications.
- 4.8: 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, or the property of another in the possession of the student, which occurs in or about the premises of the student's building which may occur during the term of the contract.
- 4.9: Allow the University to enter the space for routine inspection at reasonable hours following notification through the student's official Lander e-mail address twenty-four (24) hours in advance or through 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 violations 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.
- 4.10: Upon being assigned to a double occupancy room and not having a 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).
- 4.11: Participate in the student meal plan contracted by the university and food service. Note: All First-Time Freshman are required to be assigned to the All Access Meal Plan for their freshman year. Special diet requests must be submitted to the Directors of Housing and Student Wellness Center and approved in advanced by the Director of Dining Services. Meal plans **cannot be changed within a semester after the first meal for that semester has been served**. Complete details regarding meal plans can be found at www.lander.edu/housing under the "Guides & Resources" tab.
- 4.12: Not remain in the residence halls at any time during Official University recesses without **prior approval**. Students found in violation will be fined, charged a **per day rate** for the residence hall occupied and face disciplinary action. Students approved to stay in cases of extenuating circumstances may be charged a per day rate for the residence hall occupied during extended stay. This rate will be calculated during approval of extended stay and if assessed, must be paid at the time of approval.

5. Payment

- 5.1: Students defined as new applicants (having not lived in the residence halls during the 2019 spring semester and are not on a leave of absence) for this contract period shall pay to the University upon submission of the housing application/contract, a non-refundable Housing Application Fee in the amount of \$150. Students defined as current - having lived in the residence halls during the 2019 spring semester or returning - were on an approved leave and are reserving a room for this contract period must pay a non-refundable \$150 Housing Application Fee in the spring semester. This payment qualifies current resident students to complete the room sign up process and allows them the ability to secure a room assignment for the 2019-2020 contract period for the upcoming academic year. If the student's fee 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 bed space and meal assignment, the student shall pay the balance due as required by LU's Business Office policies. The term of this Contract is for one academic year but billed per semester. **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 through the request to move process due to variant room rates. The student will 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 food 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. Cancellation of Contract

- 6.1: The University shall have the right to terminate this Contract for fall and spring immediately 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 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 LU Official Publication. If the contract is terminated and the student is allowed to remain enrolled, the student is held liable for the remaining yearly contract charge due to the University. If the contract is terminated and the student is suspended/or not eligible to or be 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 this Contract for non-enrollment prior to the first official residence hall opening day, due to academic suspension, health 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 students 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: The student may appeal terms of the Contract if he or she feels there are extenuating circumstances. Appeals will be heard by a Housing Appeals Committee. Appeal forms can be accessed from www.lander.edu/housing and must be completed and submitted to the Director of Housing and Residence Life prior to the Housing Appeals Committee meetings. The Housing Appeals Committee will meet approximately one week prior to the opening of each fall semester and approximately one week after the opening of the fall semester. Appeals may be submitted after that time but may not be heard until the Appeals Committee meets for Spring Semester Appeals during the first 2 weeks of December and approximately one week after the opening of the spring semester. The student will be notified in writing of the decision of the Housing Appeals Committee. Appeals may also be reviewed prior to the schedule above based on the circumstances regarding the appeal (i.e. Waiver of Freshman Live-On Requirement). Students who wish to file an appeal for the purpose of a waiver of the Freshman Live-On Requirement must submit the housing appeals form to the Director of Housing and Residence no later than thirty days prior to the beginning of the semester of initial enrollment.

The university reserves the right to update this contract at any time it is deemed necessary. All addenda/amendments become an extension of this contract and are binding for all residents living in university housing. Addendum(s) to this contract will be distributed to the current residents and new housing applicants through their university email address. Important Contract Procedures and Dates located at www.lander.edu/housing will contain the most recent and/or updated information at all times.

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



Department of Housing & Residence Life 2019-2020 Important Contract Procedures & Dates

1. Cancellation Procedures (**)

- a. July 31, 2019 - **New and Current:** If **written notice of cancellation is received in the housing office on or before this date, the contract is cancelled to include any housing and meal assignments.
- b. August 1, 2019 – the day prior to the first official opening date of the residence halls or the date the student takes possession of a room key, whichever occurs first - **New and Current:** The contract cannot be cancelled and the student is obligated to pay the entire year's contract charges unless they are not enrolled prior to the first official opening day of the residence halls within the fall semester due to academic suspension, health 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 students 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.

- c. Fall 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 - **New and Current:** After this deadline, the contract cannot be cancelled and the student is obligated to pay the entire year's contract charges. Should a cancellation occur after this date due to academic withdrawal, the student will be assessed the prorated cost of their housing contract assignments through the cancellation date of the housing 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.
- d. December 10, 2019 (**only applies to new housing applicants for spring semester**) –If **written notice of cancellation is received in the housing office on or before this date, the contract is cancelled to include any housing and meal assignments.
- e. December 11 – the day prior to the first official opening date of the residence halls or Taking Possession of a Room Key, whichever occurs first - **New and Current:** After this date the contract cannot be cancelled and the student is obligated to pay the entire spring semester contract charges unless they are not enrolled prior to the first official opening day of the residence halls within the spring semester due to academic suspension, health 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 students account minus any indebtedness to the university. Indebtedness may occur for Current students from the fall who are not enrolled for the spring but have a spring room and meal assignment as a continuation of the fall assignments which may also include possession of that room key. These students will be assessed a contract per day rate through the date proper room check out and key return has been completed. New students who have taken possession of a room key may incur indebtedness based on a contract per day rate until proper room check out and key return has been completed.
- f. Spring Semester: From the First Official Opening Date of the Residence Halls or Taking Possession of a Room Key, whichever occurs first: **New and Current:** After this deadline, the contract cannot be cancelled and the student is obligated to pay the entire spring semester contract charges. Should a cancellation occur after this date due to academic withdrawal, the student will be assessed the prorated cost of their housing contract assignments through the cancellation date of the housing 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.

(**) Written Notice of Cancellation should be from the contracted student or from the legal parent or guardian if the student is under the age of 18 and sent to the Lander University Department of Housing and Residence Life. However, 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.

2. **Cancellations During the Academic Year:** The contract cannot be cancelled at the end of the fall semester unless the student qualifies under the conditions outlined in the contract. Appeals will be heard by the Housing Appeals Committee. Appeals must be submitted in writing to the Director of Housing & Residence Life by **November 30, 2019**. The student will be notified in writing via their Lander University email address of the decision of the Housing Appeals Committee.
3. **Room Changes:** Requests to change rooms are processed by completing a “request-to-move” form located in the Housing Portal. These requests are processed for returning students only through the June 30th. No other requests to move will be processed until 2 weeks after the first day of classes. Students are offered a room change via their Lander e-mail. During the fall/spring semesters, once a vacancy has occurred and an attempt to contact a student to offer a change has been made, the bed space will be held for 72 hours. After that time, if the student fails to contact the housing office to accept the change offer, the space will become available for the next assignment request. Additional charges may be incurred should a student change rooms within the semester through the request to move process due to variant room rates. Students will be required to pay the additional charge prior to a key being issued for the new room assignment. Request to Moves that are honored during the summer months will be automatically processed. Students will be notified of the room change via the students Lander University email prior to the beginning of the academic year.
4. **Single Occupancy Requests:**–Double occupancy rooms requested for single occupancy may be granted on a space available basis which will be determined during the first 2 weeks of semester opening. A student who requests, or otherwise requires, single occupancy in a double room will be charged one and one-half times the double occupancy rate for the student's assigned room. (Subject to availability.) If a student requests a single room because of a disability, the University may, at its discretion, waive some or all of the additional one and one-half times charge. If the University is unable to provide the exact room or location requested, it will work with the student in an attempt to find a comparable, convenient, and accessible alternative at the same charge as available to other students. It is the sole responsibility of the student to request and provide documentation supporting the need for a housing accommodation or waiver of the additional charge. Each request is considered independently of any other and the University's decision to discount a room rate will be based on the specific facts and circumstances as provided by the student, student's doctor, and/or other individuals.
5. **Housing Accommodations for Students With Disabilities:** Reasonable housing accommodations for students with disabilities will be considered. It is the sole responsibility of the student to request and provide sufficient documentation supporting the need for an accommodation. Each request is considered independently 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 a housing accommodation request (written request and supporting medical documentation) is **March 1st** of each year. Such requests must be made directly to Office of Student Disability Services who will review the request and consult with the Department of Housing to consider the accommodation option. If the exact request cannot be fulfilled, the University will work with the student to find a comparable, convenient, and accessible housing alternative, within the limitations and/or needs presented by the student. Where an accommodation must be made *because of* a disability, the University will consider exceptions to its general room rate structure unless doing so would result in a fundamental alteration to the housing program and/or financial concern for the University. If an accommodation

is made and the student declines the accommodation, the student must complete a Housing Accommodations Waiver form through the Office of Student Disability Services. If you are a returning student and have completed this process through the Office of Student Disability Services where they have approved your requested accommodation, you will not need to resubmit documentation each year.

6. **Winter Break - All** residence halls as well as all other university facilities will be closed during the Winter Break with the exception of University Police which is opened 24 hours per day, 365 days per year.

7. **Room Sign Up:** 2019 spring resident students will sign up for their 2019-2020 rooms during room sign up in the spring** prior to the new contract period. 2019 residents who were considered first-time-freshman during the 2018-2019 academic year will sign up for rooms in the areas designated for upperclassman in the new contract period. **All 2019 spring resident students who will be signing up for a room for the 2019-2020 academic year, MUST PAY A NON-REFUNDABLE \$150 Housing Application Fee prior to the room sign up process beginning. This date for payment will be announced in advance to all qualifying resident students.** These students **WILL NOT** be allowed to sign up for a 2019-2020 room assignment without paying this fee. This fee cannot be paid through financial aid. Students classified as first-time-freshman for 2019-2020 academic year will receive instructions during the summer via their Lander email regarding how to self-select a room prior to the fall semester.

Important Dates 2019-2020

| | |
|--|--|
| Residence Halls Open | August 14, 2019: Freshmen and Transfers ONLY |
| | August 15, 2019: All Returning Residents (Represents the first official opening day for residence halls for the fall semester) |
| No refund of fall contract charges | As specified in the 2019-2020 University Withdrawal refund dates |
| Thanksgiving Holidays | November 27-December 1, 2019 |
| Last day to appeal for release from contract for the spring semester | November 30, 2019 |
| ALL student housing closes at 5:00pm (This is the latest date housing will be open for students. ALL students must check out within 24 hours of their last exam) | December 10, 2019 |
| Winter Break begins 5:00pm | December 10, 2019 - January 8, 2020 |
| Last day to cancel contract and receive refunds according to contract terms (new spring students only) | December 10, 2019 (for spring semester) |
| Contract may not be cancelled unless the student fails to enroll prior to the first official opening day of the residence halls. | December 11, 2019 thru January 8, 2020 |
| Contract may not be cancelled. Students vacating the residence halls due to non-enrollment will be assessed contract per day rate charges through the cancellation date of the housing contract. | beginning January 9, 2020 |
| Student housing re-opens at 9:00 am | January 9, 2020 Residents (Represents the first official opening day for residence halls for the spring semester) |
| Non- Refundable \$150 Housing Application Fee payment deadline for returning students for 2020-2021 Room Sign Up. | Deadline to be announced via Lander University student email and Housing Portal messaging system |
| No refund of spring contract charges | As specified in the 2019-2020 University Withdrawal refund dates |
| Room Sign-Up Begins for 2020-2021 | March 2020 (Specific dates to be announced via Lander University student email and Housing Portal messaging system) |
| ALL student housing closes at 5:00pm -ALL students must check out within 24 hours of their last exam) | May 5, 2020 |

*Dates subject to change according to Business Office Student Account Schedule.

**Specific Time Period and Process to be Announced

The dates and terms stated in this contract are determined up to one year in advance of the contract period. Dates surrounding class schedules and major events affecting the university may dictate changes to the housing dates as stated herein. The university reserves the right to update this contract at any time it is deemed necessary. Addendum(s) to this contract to include date or event changes will be distributed to the current resident students, contracted with the Department of Housing and Residence Life, through their university e-mail address.