

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 same-sex rooms, 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 acknowledgement of this license agreement.
- 1.4: The term of this contract is for one academic year (fall and spring semesters) commencing on **May 15, 2020** and terminating on **May 14, 2021**.
- 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. 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 credit hours. 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](http://www.lander.edu/housing). All requests for exemption/waivers must be made by completing the Housing Exemption Request Form.

2. Grant of Contract

- 2.1: 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.
- 2.2: LU grants no right of storage nor is obligated to provide such space beyond the student's space assignment.
- 2.3: 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.
- 2.4: 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.
- 2.5: 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

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.
- 3.2: Furnish to each student a 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 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.
- 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. Please 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 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 LU 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: 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 an 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 Disability Services](#).
- 3.10: 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

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: 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 one and one-half times

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.

- 4.4: Maintain the space and all furnishings therein in good condition except for ordinary wear and tear or damages by acts of a natural disaster.
- 4.5: 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.
- 4.6: 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 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.
- 4.7: Accept and comply with all LU rules and regulations as published in the *Lander University Student Handbook* and all 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 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.
- 4.9: 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.
- 4.10: 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](http://www.lander.edu/housing) under the "Guides & Resources" tab.
- 4.11: Not remain in the residence halls at any time during official residence hall closing periods without prior approval.

## 5. Payment

- 5.1: For this contract period, students shall pay to the University, upon submission of the Housing Application/Contract, a nonrefundable Housing Application Fee in the amount of \$150. 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 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 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. Cancellation & Appeals

- 6.1: The University reserves the right to terminate this contract immediately for summer, 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 for the 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 **2020-2021 12-Month Housing Contract\*\***
- a. **April 30, 2020**  
If written cancellation is received on or before this date, the contract is cancelled to include any housing and meal assignments. The \$150 Housing Application Fee is not refunded.
  - b. **May 1 – May 14, 2020**  
If written cancellation is received during this time period, the contract is cancelled to include any housing and meal assignments. The \$150 Housing Application Fee is not refunded and a cancellation charge of \$350 will be added to the student's account.
  - c. **May 15, 2020**  
On and after this date, the contract cannot be cancelled and the student is obligated to pay the entire year's contract charges. The \$150 Housing Application Fee is not refunded. For exceptions, see section 6.2.
- 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](http://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 Assistant Vice President for Student Affairs.

- **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, if a student lives on campus for the fall term but wishes to move off campus for the spring and is approved with cancellation charges, the room and board charges are dropped and replaced with the cancellation charges stated in the student’s approval letter. If spring charges are \$2,800 (room) and \$1,810 (meal plan) for a total of \$4,610, the committee can elect to apply a cancellation charge of up to \$2,305.
  
- **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.

(\*\*) 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](http://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.*

### 2020-2021 Important Housing Contract Dates

DATE	EVENT
March 1, 2020	<p>12-Month Housing Contract Opens for Continuing/Returning students.</p> <p>Students who have already completed a 2020-2021 Housing Contract and selected a room may convert their contract to a 12-Month contract by contacting <a href="mailto:housing@lander.edu">housing@lander.edu</a>. Please note that any existing room and meal assignments for 2020-2021 will be cancelled and students must select a room in a 12-Month housing community at this time.</p>
April 15, 2020	Deadline to Apply for 12-Month Housing
April 30, 2020	Deadline to Cancel 12-Month Housing without Financial Penalty
May 15, 2020	Move-In for 12-Month Housing
May 14, 2021	2020 - 2021 12-Month Housing Agreement Ends

For a comprehensive academic calendar, please contact the [Lander University Office of the Registrar](#).