

2016-2017 Housing and Dining Contract and Cancellation Policy for University of Kentucky Undergraduate Students Living in Campus Housing

Housing Assignments Office
125 Funkhouser, University of Kentucky
Lexington, KY 40506-0054
<http://www.uky.edu/Housing>

UK Dining
The 90, University of Kentucky
Lexington, KY 40506-0139
<http://uky.edu/UKDining>

This Housing and Dining Contract (the “Contract”) should be read carefully and signed by the Student (and Parent or Legal Guardian if Student is under age 18 as guarantor of the Student’s obligations set forth herein). Signing this Contract constitutes a request on behalf of Student that the University reserve a bed for Student as constitutes the Student’s Housing and Meal Plan Application. Cancellation of this request could involve financial penalties, in accordance with section VIII (HOUSING AND DINING CANCELLATION AND WITHDRAWAL POLICIES). Please contact the Housing Assignments Office at (859) 257-1866 and UK Dining (859) 257-2220 with any questions the Student may have regarding this Contract.

This Contract is administered by the Housing Assignments Office and UK Dining. It applies only to continued residency in Campus Housing. Students are reminded that they are also subject to University regulations contained in the CODE of STUDENT CONDUCT.

Signature of Parent or Legal Guardian (if Student is Under 18): By executing this Contract said Parent or Legal Guardian agrees to be bound by the terms of this Contract and be a guarantor of the obligations of the Student under this Contract.

I acknowledge this Contract to be for the entire academic year, or for that portion of the academic year remaining at time of assignment.

By submitting the foregoing Housing and Meal Plan Application, the Student agrees to be bound by the terms of this Contract. Student’s Housing and Meal Plan Application will not be considered until Student has signed this Contract and, if Student is a minor, until Student’s Parent or Legal Guardian has signed this Contract.

I. ASSIGNMENT OF HOUSING: Housing is limited and Students are not guaranteed placement in a Housing Facility (“Housing Facility”) or a particular type of accommodation. Acceptance of Housing and Meal Plan Application and assignments of Students to Housing Facilities shall be determined by the University of Kentucky (the “University”) Housing Assignments Office (“Assignments Office”), in its sole and absolute discretion. In accordance with the University’s educational philosophy of total integration of all facilities, and in accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, economic or social status, race, color, national or ethnic origin, religion, creed, age, disability, veteran status, sexual orientation, gender identity, gender expression, marital status, political belief, genetic information, and whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking are not considered criteria in the placement of Students in residence halls or in room assignments. Gender is considered a criterion in room assignment; however, housing assignments for male and female students are proportionate in quantity and comparable in quality in compliance with Title IX mandates. Students who have any specific concerns about their housing assignment should contact the Assignments Office at (859) 257-1866.

II. LANDLORD: Lyman T. Johnson Hall & Central II, Champions Court I & II, Haggin, Woodland Glen I, II, III, IV, V, and Limestone Park I & II (“New Premium Halls”) are operated by an independent private company, EdR. If Student is assigned to New Premium Halls, then references to Landlord in this Contract shall mean the appropriate EdR entity as shown in the chart below. If Student is not assigned to New Premium Halls, then all references in this Contract to Landlord shall mean the University.

Lyman T. Johnson Hall & Central II	EDR Lexington I LLC
Champions Court I	EDR Lexington III LLC
Champions Court II	EDR Lexington II LLC
Haggin Hall	EDR Lexington V LLC
Woodland Glen I & II	EDR Lexington IV LLC
Woodland Glen III, IV, & V	EDR Lexington VI LLC
Limestone Park I & II	EDR Lexington VII LLC

III. TERM OF CONTRACT: This Contract is binding as of the date Student or Parent or Legal Guardian (if Student is Under 18) executes the Contract (i.e., the date Student signs Contract or submits it online). The Contract obligates the Student for the following terms:

A. in the case of Housing and Meal Plan Application for housing during the traditional academic year (which consists of the fall and spring semesters), for the ENTIRE ACADEMIC YEAR, or for the portion of the academic year remaining after the Student moves into the Housing Facility; or

B. in the case of Housing and Meal Plan Application for summer session(s), for the ENTIRE SUMMER SESSION (4 week, 8 week, 1st 6 weeks or 2nd 6 weeks), or for that portion of the summer session remaining after the Student moves into the Housing Facility.

Landlord shall designate the date on which a Student may move into the Housing Facility and the date by which the Student must vacate the Housing Facility. Only certain Housing Facilities remain open during academic breaks (i.e., Thanksgiving, Winter, and Spring Break) and require additional fees. All other Housing Facilities are closed during said academic breaks and between semesters.

IV. MEAL PLANS:

A. Students living in residence hall Housing Facilities are required to purchase a University Meal Plan. Information regarding the Meal Plan options can be found at <http://www.uky.edu/ukdining>. If a Student does not select a Meal Plan by July 25, 2016, the Student will be assigned the All Access Plan.

B. Student shall abide by the following regulations pertaining to utilization of a Meal Plan:

1. Student will be responsible for all charges/purchases made against the Meal Plan. Meal Plans and Flex Dollars are encoded on the UK ID Card. Lost IDs should be deactivated online through the myUK account/Financial Tab/Maintain Plus, Meals, Flex or call the WildCard ID Office at (859) 257-1378. Students are responsible for purchases made until the ID is deactivated or reported lost or stolen. Student shall be accorded the remainder of the account balance upon securing a replacement ID card.

2. Meal Plans are restricted for use by the Meal Plan holder only.

3. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Meal Plan for the purpose of acquiring meals, services or refunds from the University is strictly prohibited. Commission of the foregoing acts shall automatically result in review by the University administration and revocation of privileges under the Meal Plan, without refund, unless the administration specifically finds substantial mitigating circumstances.

V. HOUSING AND MEAL PLAN RATES:

A. Students shall pay the Housing and Meal Plan Rates in the amount and manner provided for in the Housing and Meal Plan Rates schedule for the particular Housing Facility to which the Student is assigned. The Housing and Meal Plan Rates schedule can be found at <http://www.uky.edu/housing/undergraduate/applying-to-housing/rates16-17> and is incorporated herein and made a part hereof. The Housing and Meal Plan Rates schedule is subject to change by action of the Board of Trustees. If the rate schedule is changed after the date of execution of this Contract, the Student will be notified and given an option to cancel the Contract or to continue the Contract under the new rate schedule. For detailed information about Meals Plans and Meal Plan Rates go to <http://www.uky.edu/UKDining>.

B. Housing and Meal Plan fees for University and BCTC Students are due to Student Account Services. Deadlines and details can be found at <http://www.uky.edu/studentaccount/payments>.

C. Students must be in good academic and financial standing with the University in order to receive a housing assignment and dining contract. Accounts that are past due will be assessed late fees. For University students, these policies can be found at <http://www.uky.edu/studentaccount/payments>. For BCTC Students, these policies can be found at: http://www.bluegrass.kctcs.edu/Student_Billing.aspx.

D. Plus Account – If a card is lost or stolen, Students should immediately report it online at the Plus Account website (<https://myuk.uky.edu/irj/portal>), or to the WildCard ID Office at (859) 257-1378. Any expenditure associated with the use of the card is the responsibility of the holder until it is reported lost/stolen.

The \$150 housing pre-payment deposit is used to hold a bed for the Student and will be applied towards the Student's housing charges. The pre-payment deposit is due May 1.

VI. CONDITIONS OF OCCUPANCY: Student's occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

- A.** To reside and remain in a Housing Facility, Student must be enrolled as a Full-Time Student at the University or BCTC and have paid all tuition and other academic charges due, in addition to amounts due under this Contract.
- B.** Student shall officially check-in with the Resident Director or House Director of the Housing Facility to which the Student has been assigned on or before the first day of classes of each semester. If the Student will be delayed, Student must notify the Assignments Office in writing. Such written notification should be made at least twenty-four (24) hours prior to the first day of classes of that semester. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment and significant financial penalty. (See "No Show" under the Cancellation and Withdrawal Policies.)
- C.** Student will complete and sign a Room Condition Report Form prior to occupancy of the Housing Facility certifying the condition of the room, apartment, or house assigned to Student as of the date Student begins occupancy. At the termination of this Contract, Landlord may inspect the room, apartment, or house assigned to Student and assess Student for any damages to his or her room, apartment, or house, its fixtures or any appliances and furniture not identified in the Room Condition Report Form completed at the beginning of Student's occupancy.
- D.** Student shall keep Student's assigned room, apartment, or house clean and orderly and in good condition. Student shall pay Landlord for loss of Landlord property and the cost of replacement or repair for any breakage or damage to Student's assigned room, apartment, or house; its fixtures or any appliances and furniture; plus any damages caused by him or her, or his or her guests, to other parts of the residence hall, apartment, or house, including, but not limited to, special cleaning necessitated by improper care of rooms, furnishings, or appliances.
- E.** Student shall exercise care in the use of the Housing Facility; shall care for and clean his or her room, apartment, or house; and shall abide by (i) all rules and regulations for Housing as described in the Official Guide to Living on Campus, including the Residence Life Community Standards set forth therein, and (ii) the University Code of Student Conduct. Each of these documents is incorporated into this Contract and made a part hereof. Commission of acts described in these documents will result in immediate referral to the student conduct process. Should the Conduct Officer(s) find that the Student has violated one or more of the policies contained in these documents, this Contract may be terminated, and the Student will be financially responsible for his or her obligations under the Contract as if Student had chosen to cancel the Contract under the provisions of Article VIII, subparagraph G. The Code of Student Conduct may be viewed at <http://www.uky.edu/studentconduct>.
- F.** Student shall vacate the Housing Facility upon demand following a determination by the Office of Student Conduct or the Office of Residence Life that a violation of paragraph E has occurred. A Student living in a Housing Facility who has had his or her Contract terminated for a violation of paragraph E, shall be provided the opportunity to appeal under the processes provided through the Office of Student Conduct.
- G.** Student shall reside in Student's assigned room, apartment, or house from the date that the Student officially checks in until the date this Contract shall terminate in accordance with its terms.
- H.** Student shall pay the Landlord the cost of replacement for any key(s) reported lost or stolen.
- I.** Student agrees that if his or her assigned room, apartment, or house has multiple occupants and there is a vacancy in said assigned room, apartment, or house at any time, Student agrees to accept another roommate as assigned, move into another room (consolidation), or in case of refusal, pay additional charges for single occupancy.
- J.** Student agrees that Landlord and the University may communicate with Student through Student's official University email account for all aspects of this Contract, including but not limited to rent bills, notices of other charges, refunds, and housing information notices.
- K.** Landlord reserves the right to conduct weekly health and safety inspections of Student's room, apartment, or house. Please refer to the Official Guide to Living on Campus for information about the room entry policy.
- L.** Rooms, apartments, and houses may be inhabited ONLY by Students to whom they are assigned. Rooms, apartments, and houses may not be sublet or assigned to any other person(s). Room transfers may be made only AFTER written approval from the respective Housing Facility or Assignments Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken against violators of the provisions in this paragraph.
- M.** This Contract may be canceled or housing assignments may be changed in the interest of order, discipline, health, safety, security, maximum utilization of facilities, or for failure to pay charges in a timely manner.
- N.** Whenever a Student moves out of the Housing Facility for any reason, the Student must sign the appropriate paperwork and turn in her or his key(s) to an authorized Landlord official. Failure of a Student to properly check-out of the Housing Facility

could result in extra financial charges to the Student such as further occupancy fees or labor charges for cleaning or maintenance. Once a Student has checked out of a Housing Facility, any items left in his or her room, apartment, or house will be considered abandoned property and may be removed or disposed of by the Landlord. Neither the Landlord nor the Assignments Office is responsible for any items left in the Housing Facility. Student must also notify UK Dining in writing at ukdining@uky.edu. Failure to do so will result in extra financial charges to the Student.

VII. CONDITIONS OF MEAL PLAN: Student's use of the Meal Plan is conditioned upon the following additional terms and conditions:

A. All Meal Plans are for the academic year. Meal Plan holder will automatically be billed each semester. The financial transactions are processed through Student Account Services.

B. Meal Plan holder will begin the spring semester on the same Meal Plan that they had at the end of the fall semester.

C. This is a two-semester Contract for fall and spring semesters. The fall Meal Plan begins August 19, 2016, to December 16, 2016. The spring Meal Plan begins January 8, 2017, to May 5, 2017.

D. Meal Plan holders may upgrade or downgrade their Meal Plan in the Housing Portal, online at <http://www.uky.edu/ukdining>, or may submit the completed form in person at UK Dining.

E. Upgrades may be made at any time during the semester. Charges for a Meal Plan will be prorated. The downgrade deadline is September 9, 2016, for fall and January 27, 2017, for spring. Downgrades will not be accepted after these dates.

F. Meal Plan changes made during the semester will take affect beginning the Sunday after the form is submitted online or in person at UK Dining. Submissions received outside normal business hours will be processed on the next business day.

G. Meal Plan holders with a Meal Plan joining a Greek organization but remaining in Campus Housing are not permitted to reduce their existing Meal Plan. Meal Plan holders with a Meal Plan joining a Greek organization that has a Dining Plan may reduce their residential Meal Plan by September 6, 2016, for the fall semester or January 22, 2017, for the spring semester to an all-flex plan and receive a prorated refund. Verification from Greek Life is required to make Meal Plan adjustments. Meal Plan Holders with a Meal Plan joining a Greek organization that is without a commercial kitchen are not permitted to reduce their existing Meal Plan.

H. At the discretion of UK Dining, locations where Flex Dollars or WildCat Deals are accepted may change during the year.

I. At the discretion of UK Dining, specific dining locations may be opened, closed, or have limited hours.

J. Meals are primarily used at Blazer Hall and The Fresh Food Company. One meal per meal period can be exchanged at participating WildCat Deal locations. (See <http://www.uky.edu/ukdining> for a list of participating locations,) Accepted meal times may vary.

K. Unused Weekly Meals cannot be refunded, accumulated, or carried over to the next week. Unused Block Meals cannot be refunded or carried over the next semester. Unused Flex Dollars will carry forward from fall to spring for Students enrolled in a Meal Plan for the spring semester. All Flex Dollars are non-transferable, non-refundable and expire at the end of the spring semester.

L. Summer Flex Dollars are available from the first Monday after graduation and expire August 5, 2016.

M. Holiday and Break Schedule

Thanksgiving Holiday: The Meal Plan ends for dinner on Wednesday, November 23, 2016, and begins with dinner on Sunday, November 27, 2016.

Winter Break: The Meal Plan ends after lunch on Friday, December 16, 2016, and begins with dinner on Sunday, January 8, 2017.

Spring Break: The Meal Plan ends after lunch on Friday, March 10, 2017, and begins with dinner on Sunday, March 20, 2017.

Summer Break: The Meal Plan ends after lunch on Friday, May 5, 2017.

VIII. INDEMNIFICATION, ACKNOWLEDGMENT AND RELEASE

A. Student agrees that Landlord does not promise, warrant, or guarantee the safety and security of Student, Student's guests, or Student's personal property against the criminal actions of other residents or third parties. Furthermore, Landlord shall not be liable for any damage or injury to Student, Student's guests, or Student's personal property or to any person entering the room, apartment, or house assigned to Student or the Housing Facility in which Student resides, for injury to person or property arising from theft, vandalism, or casualty occurring in the room, apartment, or house assigned to Student or the Housing Facility in which Student resides.

B. Student (and the undersigned Parent or Guardian, in the case of a minor) agrees to indemnify and hold harmless Landlord, the University, and their respective directors, trustees, agents and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Student or any of Student's guests while Student resides in the Housing Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by Student or any of Student's guests in any event sponsored by the Housing Facility in which the Student resides), unless such injury is caused by the negligence or intentional conduct of Landlord, the University, or their agents. Student (and the undersigned Parent or Guardian, in the case of a minor) hereby release and forever discharge harmless Landlord, the University, and their respective directors, trustees, agents, and employees from any and all demands, causes of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Contract and the use of the Housing Facility. This release will be binding upon Student (and the undersigned Parent or Guardian, in the case of a minor).

C. The Student is encouraged to purchase general liability and property insurance to cover damages he or she is liable for under this Contract and to cover his or her property.

IX. HOUSING AND MEAL PLAN CANCELLATION AND WITHDRAWAL POLICIES:

A. CANCELLATION: If, after completing a Housing and Meal Plan Application and Housing and Dining Contract, a Student chooses to cancel the Contract, the Student is required to do so in writing to the Assignments Office by email at ukhousing@uky.edu and ukdining@uky.edu, through the University Housing Portal, or by mail to the following addresses:

Housing Cancellations: UK Housing 125 Funkhouser Bldg. Lexington, KY 40506-0054

Meal Plan Cancellations: The 90, University of Kentucky, Lexington, KY 40506-0139

The Official Date of Cancellation will be the date the cancellation notification is received in the Assignments Office and UK Dining. Students who choose to cancel their Housing and Meal Plan Application and Housing and Dining Contract will be charged according to the following circumstances:

1. Fall Semester Cancellation Schedule:

- No cancellation fee if cancellation is received by May 1.
- \$250 cancellation fee if cancelled between May 2 – June 15.
- 25% of the assigned Housing Facility Rate for the fall semester for cancelling between June 16 – July 15.
- 50% of the assigned Housing Facility and Meal Plan Rates for the fall semester for cancelling between July 16 – September 1. Also, a daily prorated charge will be assessed from the fall move-in date to the date in which the Student has provided written notification for cancelling by September 1. These prorated charges also apply to Students who applied for Campus Housing and then never move in to the Housing Facilities - No Shows.

- 100% of the assigned Housing Facility and Meal Plan Rates for cancelling after September 1.

2. Spring Semester Cancellation Schedule (This Schedule applies only to Students who are applying for the first time for Campus Housing. It does not apply to Students who lived in Campus Housing during the fall semester):

- No charge for cancelling by January 1 for the spring semester.
- 25% of the assigned Housing Facility and Meal Plan Rates for the spring semester for cancelling by January 15.
- 50% of the assigned Housing Facility and Meal Plan Rates for the spring semester plus the prorated charge for each day from the spring move-in date to the date in which Student has provided written cancellation notification for cancelling by February 1. These rates also apply to Students who apply for Housing and then never move in to the Housing Facilities – No Shows.
- 100% of the assigned Housing Facility and Meal Plan Rates for cancelling after February 1.

3. Summer Semester Cancellation Schedule:

- 4-week and 1st 6-week sessions
 - No charge for cancelling by April 15.
 - 25% of the assigned Housing Facility and Meal Plan Rates for the applicable summer session for cancelling after April 15.
- 8-week and 2nd 6-week sessions
 - No charge for cancelling by May 15.
 - 25% of the assigned Housing Facility and Meal Plan Rates for the applicable summer session for cancelling after May 15.

The Housing and Meal Plan Rates and Cancellation Policy can be found at

http://www4.uky.edu/housing/sites/www.uky.edu.housing/files/2016-17_Contract_and_Cancellation_Policy_0.pdf or by request from the Assignments Office and UK Dining.

B. DENIED ADMISSION OR ACADEMIC SUSPENSION:

1. If a Student is denied admission to the University or BCTC, the Student will not be charged for any fees, provided that Student cancels his or her Housing and Dining Contract with the Assignments Office and UK Dining by June 1 for the fall semester, January 1 for the spring semester, April 15 for the 4-week summer session, or May 15 for 8-week summer session.
2. If a Student is suspended from the University or BCTC for academic reasons, and the Student is residing in an assigned Housing Facility, then prorated Housing and Meal Plan charges will be assessed through the date the Student checks out of his or her room, apartment, or house with the Assignments Office.
3. Landlord may cancel this Contract if a Student's admission to the University or BCTC has been denied or cancelled.

C. REMOVAL FROM HOUSING FOR DISCIPLINARY REASONS: If a Student is removed from the assigned Housing Facility during the period of this Contract for disciplinary reasons, Student will not receive a refund for the time period or particular semester that he or she is removed from the Housing Facility.

D. WITHDRAWALS DURING THE CURRENT SEMESTER:

1. If a Student withdraws from enrollment in the University or BCTC during an academic semester, this Contract will be terminated immediately upon the Student's withdrawal and receipt of notification in writing to the Assignments Office and UK Dining of such withdrawal. The Student shall vacate the assigned space within forty-eight (48) hours of withdrawal. The Student's failure to provide written notification to the Assignments Office and UK Dining of withdrawal will result in the Student's continued responsibility to pay Housing and Meal Plan charges hereunder, despite his or her having vacated the Housing Facility, until official written notification of withdrawal is received by the Assignments Office and UK Dining, or until this Contract is cancelled by the Assignments Office and UK Dining.
2. If a Student withdraws from enrollment in the University or BCTC during an academic semester, they will be assessed a prorated charge for Housing and the Meal Plan for each day until withdrawal has been completed, Student has vacated the

Housing Facility, and Student has notified the Assignments Office and UK Dining of Student's withdrawal. If Student's withdrawal occurs after the twelfth (12th) week of classes, then Student will be responsible for the full semester charges for Housing and the Meal Plan.

3. If the Student withdraws from the University or BCTC during the period of this Contract, but fails to notify the Assignments Office and UK Dining, he or she may be subject to denial of any future Housing. If the Student withdraws from the University or BCTC during the period of this Contract and then re-enrolls during the same semester he or she withdrew, the Contract shall remain valid.

4. Notice of withdrawal from the University or BCTC, as well as changes to address, must be made in writing directly to the Assignments Office and UK Dining. Student understands that notices made to the Registrar's Office, Admissions Office, or other University or BCTC offices do not constitute official notice to the Assignments Office and UK Dining.

E. WITHDRAWALS BETWEEN FALL AND SPRING SEMESTERS:

1. Students who lived in a Housing Facility for the fall semester and ARE NOT RETURNING to the University or BCTC for the spring semester must notify the Assignments Office and UK Dining in writing and properly check-out of the Housing Facility. If the Student has not provided the aforesaid notice to the Assignments Office and UK Dining prior to the first day of class of the spring semester, then Student will be considered as a No Show and assessed fees equal to fifty (50%) of the spring semester rate for Student's assigned Housing Facility and Meal Plan. This provision also applies to Students who do not return to the University for the spring semester due to academic suspension.

F. STUDENTS WHO NOTIFY THE ASSIGNMENTS OFFICE AND UK DINING THAT THEY ARE NOT RETURNING to the University or BCTC for the spring semester, and who subsequently DO return to the University or BCTC for the spring semester will be assessed the full spring semester Housing and Meal Plan fees for Student's previously assigned Housing Facility and Meal Plan.

G. STUDENTS NOT RETURNING TO HOUSING FOR SPRING SEMESTER – CANCELLATION POLICY: If a Student is not returning to the assigned Housing Facility for the spring semester, but is remaining enrolled at the University or BCTC, Student shall provide written notice to the Assignments Office and UK Dining prior to December 15 and the Student may terminate his or her obligations under this Contract by complying with the following:

1. Complete the Termination OR Cancellation Form;

2. Properly check-out of their Housing Facility; and

3. Pay the following amounts:

(i) If steps 1 and 2 are completed prior to the first day of class of the spring semester:

(a) 50% of the assigned Housing Facility and Meal Plan Rates for the spring semester.

(ii) If steps 1 and 2 are completed after the first day of class of the spring semester, but prior to February 1:

(a) 50% of the assigned Housing Facility and Meal Plan Rates for the spring semester plus the prorated charge for each day from the spring move-in date to date in which Student has completed the Termination OR Cancellation Form and properly checked out of their Housing Facility, or actual usage of the Meal Plan, whichever is greater.

(iii) If steps 1 and 2 are completed after February 1:

(a) 100% of the assigned Housing Facility and Meal Plan Rates for the spring semester.

H. REQUEST FOR RELEASE: After May 1, students who wish to cancel this Contract can ONLY be released from their obligations under this Contract through prior written consent of the University Housing and Dining Appeals Committee (the "Committee"). Those Students released by the Committee will be subject to charges as determined by the Committee. Students who wish to be released from this Contract must first file an appeal with the Committee and receive written approval from the Committee. The grounds for appealing for release from this Contract are as follows:

a. Financial Hardship Release - Students who can document financial hardship beyond their control, that has occurred since entering into the terms and conditions of the Contract, and who can document that they can secure off-campus residences that are less expensive than available Campus Housing may appeal for release.

b. Medical Hardship Release - Students who can document medical hardship requiring specialized living arrangements or

accommodations not available on campus may appeal for release.

c. Administrative Release - Students who can document significant extenuating circumstances may appeal for release.

*Submitting a release request does not guarantee an approved release from this Contract or release you from your financial obligation.

X. TRANSFER REQUESTS: Students may request a transfer to another Housing Facility by submitting a request in writing to the Assignments Office or to the Resident Director or House Director of the Housing Facility to which the Student would like to transfer. Transfer requests will be considered on a case-by-case basis and all decisions regarding transfer requests will be at the sole discretion of the Assignments Office or the Resident Director or House Director. If a transfer request is granted, adjustments to the Housing and Meal Plan fees owed by Student will be made on a prorated basis.

XI. BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE COOPER CAMPUS STUDENTS: BCTC Students who reside in the Housing Facilities are subject to the KCTCS Code of Conduct in addition to the University Code of Student Conduct, the Official Guide to Living on Campus, and this Contract. Conduct matters for BCTC Students will be handled by the Office of Residence Life and/or the BCTC Vice-President for Student Affairs.

XII. CRIMINAL BACKGROUND CHECKS: Landlord reserves the right to conduct criminal background checks on Student, and Student consents and agrees that Landlord has permission to conduct criminal background checks on Student. If a background check finds that the Student has a criminal record, then the Student is ineligible to live in Campus Housing.

For questions or comments about this Contract in regards to Campus Housing, please contact the Assignments Office at (859) 257-1866 or ukhousing@uky.edu. For questions or comments about this Contract in regards to Meal Plans, please contact UK Dining at (859) 257-2220 or ukdining@uky.edu.