

2027-2028
Housing and Dining Contract
University of Kentucky Undergraduate Students
Living in Campus Housing

UK Campus Housing Office

160 Avenue of Champions
Gatton Student Center, Ste. A382
Lexington, KY 40508
Telephone: 859-257-1866

<https://wildcatliving.uky.edu/>

UK Hospitality

160 Avenue of Champions,
Gatton Student Center, Ste. A161
Lexington, KY 40508
Telephone: 859-257-2220

<http://hospitality.uky.edu>

This Housing and Dining Contract (the "Contract") is a legally binding licensing agreement among you (defined below), the Licensor (defined below) and the University of Kentucky (the "University" or "UK" and along with "Licensor," "We" or "Us"). You are referred to in this Contract as "you," "Student," or "Licensee" and when you are referred to along with the other students of the University, you are part of "Students" or "Licensees." We urge you and your parent or legal guardian to read the terms and conditions of this Contract carefully. If you are under 18, your parent or legal guardian must sign this Contract to guarantee your obligations. Even if you are over 18, we encourage your parent or legal guardian to review this Contract, so they understand the obligations you are undertaking. **BY SIGNING THIS CONTRACT, YOU (AND YOUR PARENT OR LEGAL GUARDIAN, IF APPLICABLE) REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT.** Please contact the UK Campus Housing Office (the "Housing Office") and UK Dining Center ("UK Dining") with any questions you may have regarding this Contract.

This Contract is a revocable license for housing and dining services only. It is **NOT** a lease, creates **NO** tenancy or property interest, and may **NOT** be assigned, sublicensed, or sublet. This Contract entitles you to use the housing and dining accommodations only in the manner set forth herein, in University Housing Community Standards, the University Code of Student Conduct and on the housing and dining websites. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. The University reserves the right to make assignments; reassignments in the interest of order, discipline, health, safety, security, public health event, pandemic, consolidation; or assignments to temporary or overflow housing to achieve optimal utilization of University housing. For the purposes of this Contract, "Housing Facilities" or "Housing Facility" shall mean any residence hall, apartment, or other residential building owned, leased, or operated by the University or by a private company on behalf of the University, including but not limited to Ball Hall, Blazer Hall, Boyd Hall, Chellgren Hall, Donovan Hall, Haggin Hall, Holmes Hall, Jewell Hall, Johnson Hall, Kirwan-Blanding Hall, Lewis Hall, Pigman Hall, University Flats, Woodland Glen IV, Woodland Glen V, and the Max Kade German House.

The Disability Resource Center serves as the point of contact for accommodation requests for campus housing and dining. More information can be found at: <https://studentsuccess.uky.edu/disability-resource-center>.

1. Term. This Contract is binding as of the date you or your parent or legal guardian (if applicable) execute this Contract by either submitting it online or signing electronically. The term of your obligations under this Contract is the **entire academic year** (which consists of the **fall and spring** academic semesters) or, if you entered into this Contract after the academic year begins, for that portion of the academic year remaining at the time you enter into this Contract. The University will automatically bill you each semester through Student Account Services. You may only terminate this Contract under the conditions specified in the Contract and most terminations will involve a fee paid to Licensor or the University.

2. Eligibility. To be eligible for a housing assignment, you must be confirmed/enrolled as a full-time Student at the University or Bluegrass Community & Technical College ("BCTC").

a) University students must be confirmed/enrolled as a full-time student in any course delivery option, and be in good academic and financial standing at the University. For University students, these policies can be found at: <http://www.uky.edu/studentaccount/payments>.

b) If you attend BCTC, you must be confirmed/enrolled in 12 or more credit hours with 50% of classes on-site and you must also be in good academic and financial standing with BCTC and the University. For BCTC Students, these policies can be found at: <https://bluegrass.kctcs.edu/affording-college/tuition-costs/index.aspx>.

c) If your enrollment drops below full-time or your academic/financial standing changes, you must immediately notify the Campus Housing Office. Continued housing eligibility in these circumstances will be evaluated on a case-by-case basis, taking into account academic progress, conduct, and financial standing. The University reserves the right to terminate this Contract and require you to vacate your housing assignment if you no longer meet eligibility requirements.

3. Notices. You agree that Licensors and the University will communicate with you through **your official University email account** for all aspects of this Contract, including but not limited to Housing and Meal Plan charges, notices of other charges, refunds, and housing information notices. You agree to check your official University email account on a regular basis. Your failure to check your official University email account does **not** relieve you from any obligations under this Contract. For BCTC students, email communications will be made through the email address submitted in the linkblue request form.

4. BCTC Students. The Licensors and the University will communicate with you through **your personal email account** that you used on your application for all aspects of this Contract, including but not limited to Housing and Meal Plan charges, notices of other charges, refunds, and housing information notices. You must ensure that the Housing Office has a currently valid email address for you during the term of this Contract. BCTC Students who reside in on-campus Housing Facilities are subject to the Kentucky Community and Technical College System Code of Student Conduct in addition to the University Housing Community Standards 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 Development and Enrollment Management. BCTC Students must also sign the BCTC Addendum (located within the Housing Application) acknowledging their obligations as BCTC students.

5. Max Kade German House Students. The Max Kade German House is a 12-month Housing Facility housing Students of the University's German Studies Program. As a 12-month Housing Facility, these Students are billed monthly rather than on a semester basis. The monthly amount is only prorated at the beginning (first month of Student's Contract) and end (last month of Student's Contract) of a Student's Contract.

HOUSING

6. Assignment of Housing. Housing is limited. You **are not guaranteed** assignment to a specific Housing Facility, room type, or area of campus. Your housing application may be accepted or rejected by the Housing Office. Your assignment to a Housing Facility will be determined by the Housing Office, in its sole and absolute discretion.

In accordance with the University's inclusive educational philosophy, and in accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, the University does not discriminate in the placement of Students in Housing Facilities or in room assignments on the basis of race, color, national or ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking. Housing assignments based on gender are proportionate in quantity and comparable in quality in compliance with Title IX mandates. If you have any specific concerns about your housing assignment, you should contact the Housing Office.

Students with specific concerns regarding their housing assignment should contact the Housing Office for review and possible reassignment consistent with University policy.

7. Licensors. *Ball Hall, Blazer Hall, Boyd Hall, Chellgren Hall, Donovan Hall, Haggin Hall, Holmes Hall, Jewell Hall, Johnson Hall, Kirwan-Blanding Hall, Lewis Hall, Pigman Hall, University Flats, Woodland Glen IV, and Woodland Glen V* are operated by subsidiaries of an independent private company. If you are assigned to one of these Housing Facilities, then references to "Licensors" in this Contract means the applicable independent private company subsidiary. If you are not assigned to one of these Housing Facilities, then all references in this Contract to "Licensors" means the University. Regardless of whether a Housing Facility is operated by the University or by a private company, all residents remain fully subject to this Contract, the University Housing Community Standards, the University Code of Student Conduct, and all other applicable University policies and regulations. In the event of any conflict between the policies or rules of a private company operator and University policies, the University's policies and regulations shall control.

8. Housing Schedule. Licensors will designate the date in which you may move into a Housing Facility and the date by which you must vacate your assigned Housing Facility. Only certain Housing Facilities, known as "Break Housing" Halls, remain open during the academic breaks for Thanksgiving, winter and spring (collectively, the "Academic Breaks"). In order to move in early or to remain in an available Housing Facility during an Academic Break, you will be required to pay additional fees. All other Housing Facilities are closed during Academic Breaks.

9. Conditions of Occupancy. Your occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

- a. You must comply with the obligations set forth in Paragraph 2 of this Contract.
- b. You must check-in with the Resident Director or House Director of the Housing Facility to which you have

been assigned on or before the first day of classes of each semester. If you will be delayed, you must notify the Housing Office via email. Such written notification should be made **at least twenty-four (24) hours prior to the first day of classes**. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment and significant financial penalty. If you are deemed a “No Show,” a student who is enrolled, but does not check in with the Housing Office to live in a Housing Facility, we may cancel this Contract, and you will be subject to the applicable cancellation charges set forth below. Students who are not enrolled at UK or BCTC will forfeit the non-refundable Application Fee but will not be charged any other cancellation fees unless subsequently re-enrolled for the academic term.

c. You must complete and electronically sign a Room Condition Report prior to occupying your assigned Housing Facility certifying the condition of your assigned unit as of the date you begin occupancy. Failure to complete the Room Condition Report does not excuse you from returning the room to the condition you found it or any subsequent charges. At the termination of this Contract, or during the term of this agreement, Licensor may inspect your assigned unit and assess you for any damages to your unit, its fixtures or any appliances and furniture identified in the Room Condition Report Form completed at the beginning of your occupancy. You must keep your assigned unit clean, orderly, and in good condition. You shall pay Licensor for loss of Licensor property and the cost of replacement or repair for any breakage or damage to your assigned unit; its fixtures or any appliances and furniture; plus, any damages caused by you, your guests, or animals in residence, to other parts of the unit, including, but not limited to, cleaning necessitated by improper care of rooms, furnishings or appliances.

d. You must exercise care in the use of the Housing Facility; care for and clean your unit; and abide by (i) all rules and regulations for Housing Facilities as set forth therein, and (ii) the University Code of Student Conduct. Commission of acts described in these documents may result in referral to the student conduct process. Certain and/or repeated violations of the University Housing Community Standards or the University Code of Student Conduct may result in the suspension or cancellation of this Contract. If this Contract is suspended or terminated under this paragraph, you will be financially responsible for your obligations under this Contract as if you had chosen to cancel the Contract under the provisions of the University Code of Student Conduct. The University Code of Student Conduct may be viewed at <https://studentsuccess.uky.edu/student-conduct/code-student-conduct>. BCTC Student's conduct matters will be handled pursuant to paragraph 4 above.

e. You must 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 subsection (d) above has occurred.

f. You must reside in your assigned unit from the date that you check in until the date this Contract terminates in accordance with the terms herein.

g. **Units may be inhabited ONLY by the Students to whom they are assigned.** This Contract is a revocable license for housing and dining services only. It is **not** a lease, creates **no** tenancy or property interest, and may **not** be assigned, sublicensed, or sublet. As a result, housing units may **not** be sublet or assigned to any other person(s). Room changes may be made only AFTER written approval from the Housing Office. Appropriate monetary charges will be assessed and/or disciplinary action will be taken for violations of the provisions in this paragraph.

h. You agree that if your assigned unit has multiple occupants and there is a vacancy in said assigned unit at any time, you will accept another roommate as assigned, move into another room (consolidation), or in case of refusal, pay additional charges for single occupancy if space is available.

i. **Health and Safety.** Licensor reserves the right to conduct health and safety inspections of your unit. Please refer to the University Housing Community Standards in the [Resident Resource Center](#) regarding the room entry policy. You also agree to follow any applicable University policies regarding health and safety testing and vaccinations. As of August 1, 2021, the University requires all students living on campus to have a quadrivalent meningococcal meningitis vaccine, MenACWY, and strongly recommends a Serogroup B meningococcal meningitis vaccination and a Covid-19 vaccination for students living on campus. Any changes in these policies will be communicated to students as needed.

j. You must pay Licensor the cost of replacement for any key(s) reported lost, stolen, or not returned upon checkout of your housing assignment.

k. Whenever you move out of your assigned Housing Facility for any reason, you must complete the appropriate check-out process and turn in your key(s) to an authorized Licensor official. Failure to properly check-out of the Housing Facility could result in extra financial charges to you such as further occupancy fees or labor charges for cleaning or maintenance. Once you have checked out of your assigned Housing Facility, any items left in your unit will be considered abandoned property and may be removed or disposed of by Licensor. Neither Licensor nor the Housing Office is responsible for any items left in the Housing Facility.

l. **Housing Change Request.** You may request a transfer to another Housing Facility by submitting a

change request during the open room change period after the Housing Facility opens for the Fall and Spring Semesters. Change requests after the open room change period will be considered on a case-by-case basis and all decisions regarding change requests will be at the sole discretion of the Housing Office. If a change request is granted, adjustments to the Housing and Meal Plan fees owed by you will be made on a prorated basis.

m. **If your change request is granted, or if the University reassigns you to temporary or overflow housing,** then the policies and procedures contained within this Contract are also applicable.

n. Maintaining a pet and/or animal, (except for service animals, service animals in training, or emotional support animals that are registered with the [Disability Resource Center](#)), regardless of length of stay, is not permitted in any Housing Facility. Aquarium fish kept in containers not exceeding 10 gallons are permitted. The care and supervision of any permitted animal is solely the responsibility of its owner.

10. Criminal Background Checks. The Licenser reserves the right to conduct criminal background checks on any student applicant or resident. By entering into this Contract, you expressly consent to such background checks. If a background check reveals criminal history or other information indicating a material risk to the safety, security, or welfare of the University community, the Licenser, in consultation with the University, may deny or revoke your housing assignment and declare you ineligible to reside in the Housing Facilities.

11. Force Majeure. In the event of circumstances beyond the reasonable control of the University or the Licenser, including but not limited to fire, flood, severe weather, utility interruptions, public health emergencies, pandemics, acts of terrorism, acts of God, or other unforeseeable and significant events, the University and the Licenser may take such measures as are necessary to protect the health, safety, and security of the campus community. Such measures may include, without limitation, the temporary or permanent closure of Housing Facilities, evacuation, relocation, reassignment, quarantine or isolation of residents, or the suspension or termination of this Contract, with or without prior notice. If a Housing Facility is closed under this Section, the University and the Licenser will use reasonable efforts to provide alternative housing or other appropriate remedies, but neither is obligated to do so. If housing services are suspended or terminated for an extended period, the University may, in its sole discretion, provide prorated adjustments or credits to your account as its exclusive financial obligation. The Licenser will further use reasonable efforts, though without obligation, to rebuild or replace an affected Housing Facility. You are required to comply promptly with any evacuation, relocation, reassignment, quarantine, or isolation directives issued by the University or the Licenser in response to an emergency or other force majeure event. Failure to comply may result in disciplinary action, immediate removal from University housing, and financial liability for related costs. A change in the method or mode of academic instruction, including but not limited to a shift from in-person to online, hybrid, or other remote learning formats, shall not constitute a termination of this Contract and shall not entitle you to any refund, credit, or release from your financial obligations for housing or dining services. Temporary relocation, quarantine, or isolation measures implemented for public health or safety reasons do not constitute a cancellation or reduction of your housing charges under this Contract.

12. Liability Disclaimer. STUDENT UNDERSTANDS AND AGREES THAT THE UNIVERSITY OR ITS DESIGNATED LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR THEFT OF PERSONAL PROPERTY BELONGING TO THE RESIDENT OR ANY OCCUPANT OF THE ASSIGNED HOUSING UNIT. THIS INCLUDES, BUT IS NOT LIMITED TO, ELECTRONICS, FURNITURE, CLOTHING, AND OTHER PERSONAL ITEMS, WHETHER SUCH LOSS, DAMAGE, OR THEFT OCCURS AS A RESULT OF FIRE, WATER INTRUSION, LEAKS, FLOODING, MOLD, VANDALISM, THEFT, NATURAL DISASTERS, POWER OUTAGES, OR ANY OTHER CAUSE, WHETHER FORESEEABLE OR UNFORESEEABLE. THE RESIDENT ACKNOWLEDGES AND AGREES THAT ANY COSTS ASSOCIATED WITH THE REPAIR, REPLACEMENT, THEFT OR LOSS OF PERSONAL PROPERTY SHALL BE SOLELY THEIR RESPONSIBILITY. THE UNIVERSITY/LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR DAMAGES ARISING FROM BUILDING-RELATED MALFUNCTIONS, INCLUDING BUT NOT LIMITED TO PLUMBING FAILURES, ELECTRICAL OUTAGES, OR STRUCTURAL DEFICIENCIES.

13. Renter's Insurance. We encourage you to purchase general liability and property insurance to cover damages you are liable for under this Contract and to cover your personal property.

14. Release; Indemnification; Hold Harmless. You agree that Licenser does not promise, warrant or guarantee your safety and security, or that of your guests, or your personal property against the criminal actions of other residents or third parties. Furthermore, Licenser shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the unit assigned to you or the Housing Facility in which you reside, for injury to person or property arising from theft, vandalism or casualty occurring in the unit assigned to you or the Housing Facility in which you reside.

You (and your undersigned parent or legal guardian, in the case of a minor) agree to indemnify and hold harmless Licenser, 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 your person or property or any of your guests while you reside in the Housing Facility, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, or participation by you or any of your guests in any event sponsored by the Housing Facility in which you reside), unless such injury is caused by the negligence or intentional conduct of Licensor, the University or their agents. You (and your undersigned parent or legal guardian, in the case of a minor) hereby release and forever discharge and hold harmless Licensor, 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 you (and your undersigned parent or legal guardian, in the case of a minor), your heirs, and assigns.

For questions or comments about this Contract regarding the Housing Facilities, please contact the UK Housing Office at 859-257-1866 or ukhousing@uky.edu.

DINING

15. Dining Operations Schedule. UK Hospitality (with University review and approval), designates when specific dining facilities will be opened, closed, or have limited hours. The following dates are subject to change. Only certain dining facilities are open during Academic Breaks. All other dining facilities are closed during Academic Breaks. Refer to <https://hospitality.uky.edu/> for an updated list of dining facilities and their hours of operation. Meal plans and Flex Dollars are not active during the Academic Breaks as shown below:

Dining Period	Start Date	Closed for Academic Breaks	Upgrade / Downgrade Deadlines	End Date
Fall Dining Contracts				
Fall	Must select Meal plan no later than July 12 or you will be assigned All Access White Plan Meal plan starts the first official move-in day	Fall Break: Closing after lunch the Friday before; resuming with dinner the night before classes resume Thanksgiving Holiday: Closed Wednesday through Sunday; resuming with dinner on Sunday before classes begin	441 Pennsylvania Avenue 447 Pennsylvania Avenue 410 Rose Lane 329 Columbia Terrace Downgrade to a Commuter Plan: 2 weeks after the 1st official day meal plans begin	Closing after lunch the last day of finals
		Winter Break: after lunch on the last day of finals; resuming for dinner on the first official move-in day for spring	All other Downgrades: 2 weeks after the 1st official day meal plans begin	
			Upgrade: anytime	

Spring Dining Contracts				
Spring	Fall Semester Meal plan continues unless Upgraded or Downgraded Meal plan starts the first official move-in day	Spring Break: after lunch on the last day of classes; resuming for dinner on the day before classes resume	441 Pennsylvania Avenue 447 Pennsylvania Avenue 410 Rose Lane 329 Columbia Terrace Downgrade to a Commuter Plan: 2 weeks after the 1st official day meal plans begin	Closing after lunch the last day of finals
			All other Downgrades: 2 weeks after the 1st official day meal plans begin	
			Upgrade: anytime	

16. Meal Plans. By living in Housing Facilities (except University Flats and the Max Kade German House), you are required to purchase a University Meal plan as described at <https://hospitality.uky.edu/> ("Meal Plan"). **If you do not select a meal plan by July 12 for the Fall Semester, you will be assigned the All Access White Plan.** See paragraph 16b for meal plan downgrades timing.

a. You are responsible for all charges/purchases made against the meal plan. Meal plans and Flex Dollars are encoded on your UK ID Card or MobileID. 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. You are responsible for purchases made until the ID is deactivated or reported lost or stolen. The replacement ID card will reflect any remaining balance on the lost ID card.

b. Your meal plan is restricted for use by you and only you. 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 University specifically finds substantial mitigating circumstances. These behaviors may also result in referral to the student conduct process as a potential violation of the University Code of Student Conduct. The University Code of Student Conduct may be viewed at <https://studentsuccess.uky.edu/student-conduct/code-student-conduct>. BCTC Student conduct matters will be handled pursuant to paragraph 4 above.

17. Conditions of Meal Plan. Your use of the meal plan is conditioned upon the following additional terms and conditions:

a. Term. All meal plans are for the **entire academic year** (which consists of the Fall and Spring Semesters). The University will automatically bill you each semester through Student Account Services.

b. Changes to Meal Plan. Unless you make changes as permitted in this Contract, you will begin the Spring Semester on the same meal plan you had at the end of the Fall Semester. You may upgrade or downgrade your meal plan in the Housing Portal **no later than July 12** online at <https://hospitality.uky.edu/> or by submitting the completed form in person at the UK Hospitality Office. Upgrades may be made at any time during the semester. Charges for a meal plan **will be prorated**. One downgrade is permitted per semester. **The downgrade deadline is 2 weeks** after the 1st official day meal plans begin, **for fall and spring**. Any charges or refunds will be prorated. Meal plan changes made during a semester will take effect beginning the Sunday after the form is submitted online or in person at UK Hospitality Office. Submissions received outside normal business hours will be processed on the next business day.

c. Greek Organizations. If you join a Greek organization but remain in a Housing Facility, you are not permitted to reduce your existing meal plan. If you move out of a Housing Facility into 441 Pennsylvania Avenue, 447 Pennsylvania Avenue, 410 Rose Lane, or 329 Columbia Terrace, you may reduce your Residential Meal Plan by 2 weeks after the 1st official day meal plans begin, for fall and spring to a Commuter Plan and receive a prorated refund. An appeal request for and verification from Fraternity & Sorority Life is required to make Meal plan adjustments under this paragraph. This is in effect only when facilities are operating as Greek facilities.

d. UK Hospitality, with approval from the University, may adjust locations and times where Flex Dollars are accepted during the year.

e. Residential dining is provided at The Social House at The 90 or Champions Kitchen.

f. Unused Weekly Meals cannot be refunded, accumulated or carried over to the next week. Unused Block Meals cannot be refunded or carried over to 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.**

g. If you cancel your housing contract, your dining contract is also cancelled. Dining cancellation fees may be applicable.

For questions or comments about this Contract regarding Meal plans, please contact UK Hospitality at 859-257-2220 or ukdining@uky.edu.

HOUSING AND MEAL PLAN CHARGES

18. Rates. You shall pay for your Housing Facility and Meal Plan charges in the amount and manner provided for in the Housing Facility and Meal Plan rates schedule for the particular Housing Facility and Meal Plan to which you are assigned. The Housing Facilities' preliminary rates can be found at <https://wildcatliving.uky.edu/residence-halls/rates> and the meal plan rates can be found at <https://hospitality.uky.edu/> (collectively, the "Housing and Meal Plan Rates" which are incorporated herein and made a part hereof). The Housing and Meal Plan Rates are subject to change by the University. Please visit the above housing and dining websites for the most current rates. If the Housing and Meal Plan Rates are changed after you become obligated under this Contract, you will be given the option to cancel this Contract within fourteen (14) days of publication or to continue this Contract under the new Housing and Meal Plan Rates.

19. Payment. Housing Facility and Meal Plan fees are payable to Student Account Services. Deadlines and details can be found at <https://studentaccount.uky.edu/student-account/payment-deadlines>.

20. Lost/Stolen UKID Card. If your card is lost or stolen, you should immediately report it online at <https://myuk.uky.edu> or to the WildCard ID Office at 859-257-1378. Any expenditure associated with the use of the card is your responsibility if it is reported lost/stolen.

21. Housing Facility Fees. The following Housing Fees are associated with this Contract:

Type of Fee	Amount Due	Payment Schedule	Available Refund	Comments
Application Fee	\$50.00	Due at time of Housing Facility Application	Not Refundable	This fee completes the application for the on-campus Housing Facility process but does not guarantee you a specific Housing Facility, room type, or area of campus

CANCELLATION AND WITHDRAWAL POLICIES

22. Cancellation of this Contract by Licensor. This Contract may be cancelled, or housing assignments may be changed in the interest of order, discipline, health, safety, security, public health event, pandemic, consolidation, optimal utilization of facilities, for failure to pay charges in a timely manner, or for loss of student's full-time enrollment status. In addition, Licensor will cancel this Contract if your admission to the University or BCTC has been denied; academic suspension; disciplinary reasons; or other circumstances. Charges and fees will be handled as follows:

a. **Denied Admission:** If you are denied admission to the University or BCTC, other than the non-refundable Application Fee, you will not be charged any fees.

b. **Academic Suspension:** If you are suspended from the University or BCTC for academic reasons and you are residing in an Assigned Housing Facility, then prorated Housing Facility and Meal Plan charges will be assessed through the date that you check out of your unit with the Housing Office, which shall be no later than forty-eight (48) hours after notice of academic suspension.

c. **Removal from Housing for Disciplinary Reasons:** If you are removed from the Assigned Housing Facility during the period of this Contract for disciplinary reasons, as referred through the student conduct process, you will not receive a return or refund of fees or costs (licensing or otherwise) for the time period remaining under the Contract and

are responsible for the full contract terms (including the Fall and Spring Semesters) for both Housing and Dining.

d. Other circumstances: If you are no longer enrolled at the University or BCTC because you voluntarily withdrew from the University or BCTC; graduated from the University or BCTC; married; active military deployment; or your educational program requires an out-of-town residency; other than the non-refundable Application Fee, you will not be charged any other cancellation fees.

e. Loss of Full-Time Enrollment Status: If, during the term of this Contract, you are no longer confirmed/enrolled as a full-time student at the University or BCTC, as the case may be, Licensors, at its option may cancel this Contract, then prorated Housing Facility and Meal plan charges will be assessed through the date that you check out of your unit with the Housing Office, which shall be no later than forty-eight (48) hours after notice of cancellation by the University.

23. Cancellation of this Contract by You.

a. Process and Fees: If, after completing an Application and Contract, you choose to cancel this Contract, you must do so through the Housing Portal. The official date of cancellation of this Contract will be the date the cancellation notification is received in the Housing Office. **The timing of your cancellation notice determines how much you will be charged under this Contract.** See the Cancellation Dates and Fees chart below for a breakdown of the charges you will incur for cancellation of this Contract. **Returning Student cancellations after February 28 and New Student cancellations after June 1 will incur cancellation charges.** The Cancellation Policy can be found at <https://wildcatliving.uky.edu/prospective-students/housing-and-dining-contract>.

b. Request for Release: You may be released from your obligations under this Contract ONLY after filing an appeal with and receiving written approval from the Housing and Dining Appeals Committee (the "Committee").

You may submit an appeal via <https://wildcatliving.uky.edu/housing-and-dining-appeals-committee>. If the Committee grants your release, you may be subjected to charges as determined by the Committee. Submitting a release request DOES NOT guarantee an approved release from this Contract or release you from your financial obligation. The grounds for appealing for release from this Contract are as follows:

i. Financial Hardship Release: You must provide documentation that a financial hardship beyond your control has occurred since entering the terms of this Contract.

ii. Medical Hardship Release: You must provide documentation that a medical hardship requiring specialized living arrangements or accommodations that are not available on campus has occurred since entering the terms and conditions of this Contract.

iii. Administrative Release: You must provide documentation that shows there are significant extenuating circumstances that you have experienced since entering into the terms and conditions of this Contract. See the website at <https://wildcatliving.uky.edu/housing-and-dining-appeals-committee> for additional details.

c. Withdrawal from University/BCTC During an Academic Semester. If you withdraw from the University or BCTC during an academic semester, your ability to live in your Assigned Housing Facility will terminate immediately upon your withdrawal and receipt of cancellation through the Housing Portal. Your responsibility for Housing Facility and Meal Plan charges will be prorated based on the date you vacate the Housing Facility.

i. You must vacate your Assigned Housing Facility **within forty-eight (48) hours of withdrawal**. If you fail to cancel your Contract through the Housing Portal, you will continue to be responsible for all Housing Facility and Meal Plan fees charged hereunder, even if you have moved out of the Housing Facility, until official written notification of withdrawal is received by the Housing Office or until this Contract is cancelled by the Housing Office.

ii. You will be assessed a prorated charge for your Assigned Housing Facility and the Meal Plan daily, until your withdrawal is complete, and you have vacated the Housing Facility. **If your withdrawal occurs after September 1 but prior to the twelfth (12th) week of the semester for the Fall Semester or February 1 but prior to the twelfth (12th) week of the Spring Semester, then your charges will be prorated for the days you resided in your Assigned Housing Facility and used your meal plan.**

iii. **If you withdraw after the twelfth (12th) week of the fall or spring semester, then you will be responsible for the full fall or spring semester charges for your Housing Facility and Meal Plan.**

iv. If you fail to notify the Housing Office of your withdrawal, you could be subject to denial of eligibility for any future on-campus Housing Facility.

v. If you withdraw from the University or BCTC during an academic semester and then re-enroll during the same semester you withdrew, this Contract shall remain valid and you will be assessed housing and dining charges.

vi. Notice of withdrawal from the University or BCTC, as well as changes to address, must be made through the Housing Portal. **Notices made to the Registrar's Office, Admissions Office, or other University or BCTC offices do not constitute official notice to the Housing Office.**

d. Withdrawal from University/BCTC for Spring Semester. If you lived in a Housing Facility during the Fall Semester and ARE NOT RETURNING to the University or BCTC as an enrolled student for the Spring Semester, you must notify the Housing Office by cancelling your Contract through the Housing Portal.

i. If you notify the Housing Office that you are not returning for the Spring Semester but do in fact return to the University or BCTC for the Spring Semester, you will be assessed the full Spring Semester Housing and Meal plan fees for your previously assigned Housing Facility and Meal plan.

e. Continuing Fall to Spring Students Who Cancel Housing and Dining between Fall and Spring Semesters. If you are not returning to your Assigned Housing Facility for the Spring Semester but are continuing enrollment at the University or BCTC, you must cancel your Contract; however, you are still financially obligated for the terms of this Contract. You will be charged according to Cancellation Dates and Fees chart set forth below. You can log into your myUK account to cancel your Contract and properly check out of your Housing Facility.

i. If you have completed the Cancel Contract page and properly moved out **prior** to the first day of class of the Spring Semester, you will be charged 50% of the Assigned Housing Facility and Meal Plan Rates for the Spring Semester; except that, if your housing and dining costs are funded in full by a departmental scholarship and the department provides an eligible replacement student for the Spring Semester vacated housing, then the 50% fee is waived. In lieu of the 50% meal plan cancellation fee, you may apply the cancellation fee toward the purchase of any meal plan (excludes custom Flex Plans). Any unapplied portion of the cancellation fee will still be charged.

ii. If you cancel your Contract and properly move out **after** the first day of class of the Spring Semester, but prior to February 1, you will be charged 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 on which you cancelled the Contract via your myUK and properly checked out of your Assigned Housing Facility, or actual usage of the meal plan, whichever is greater.

iii. If you cancel your Contract and properly move out **after** February 1, you will be charged 100% of your Assigned Housing Facility and Meal Plan Rates for the Spring Semester.

CANCELLATION DATES AND FEES

If the Housing and Meal Plan Rates are changed after you become obligated under this Contract, you will be given the option to cancel this Contract within fourteen (14) days of publication of the new rates or to continue this Contract under the new rates. **Proper cancellation notice must be submitted via the Housing Portal by the dates specified.** Please note that the cancellation policy is different for new and returning students.

A. NEW STUDENT CANCELLATION POLICY (New Students to the University of Kentucky)

Contract Cancellation While Still Enrolled			
Contract Term	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
Fall and Spring Contract			
	No later than June 1	\$0.00	
	June 2 – June 30	\$250	
	July 1 – July 31	30% of Lowest Housing Facility Rate for both Fall & Spring Semesters	

	August 1 – 1 st Day of Class for Fall Semester	50% of Lowest Housing Facility & Meal Plan Rates for both Fall & Spring Semesters PLUS daily prorated*** charges post move-in date for both Housing and Dining	
	AFTER 1 st Day of Class for Fall Semester AND No Later Than 1 st Day of Class for Spring Semester	100% of **Selected or Assigned Housing Facility & Meal Plan Rates for Fall AND 50% of the Spring Semester PLUS daily prorated*** charges post Spring Move-In Date for both Housing and Dining	UNLESS Spring is waived by departmental scholarship substituted student
	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charges post Move In for both Housing and Dining	Fall charges still apply
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester	Fall charges still apply
*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			

Spring Only Contract			
	No later than January 2	\$0.00	
	January 3 – 1 st Day of Spring Classes	30% of Lowest Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charge post move-in date for both Housing & Dining	
	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charge post move-in date for both Housing & Dining	
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester	UNLESS Spring is waived by departmental scholarship substituted student

*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			
Withdraw from OR Denied Admission to University or BCTC			
	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
	Withdrew Prior to Move In	\$0.00	All fees are refunded except \$50 non-refundable Application Fee
	Withdrew Post Move In	Selected or Assigned Housing and Dining charges are prorated*** post move-in	
*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			

**B. RETURNING STUDENT CANCELLATION POLICY
(Returning Students to the University of Kentucky)**

Contract Cancellation While Still Enrolled			
Contract Term	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
Fall and Spring Contract			
	No later than February 28	\$0.00	
	March 1 – April 14	\$250	
	April 15 – May 31	\$750	
	June 1 – 1 st Day of Classes	50% of Lowest Housing Facility & Meal Plan Rates for both Fall & Spring Semesters	
	1 st Day of Classes – December 14	100% of **Selected or Assigned Housing Facility & Meal Plan Rates for Fall AND 50% of the Spring Semester for both Housing and Dining	
	December 15 – February 1	50% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charges post Spring Move In for both Housing and Dining	Fall charges still apply UNLESS Spring is waived by departmental scholarship substituted student
	AFTER February 1	100% of **Lowest Selected or Assigned Housing Facility Rate & Meal Plan Rates for Spring Semester	Fall charges still apply

*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			
Spring Only Contract			
	No later than January 2	\$0.00	
	January 3 – 1 st Day of Spring Classes	30% of Lowest Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charge post move-in date for both Housing & Dining	
	AFTER 1 st Day of Class for Spring Semester – February 1	50% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester PLUS daily prorated*** charge post move-in date for both Housing & Dining	
	AFTER February 1	100% of **Selected or Assigned Housing Facility & Meal Plan Rates for Spring Semester	UNLESS Spring is waived by departmental scholarship substituted student
*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			

Withdraw from OR Denied Admission to University or BCTC			
	Deadline for Proper Cancellation & Move Out (if applicable)	Cancellation Fee	Comments *Requires Cancellation Notice via Housing Portal
	Withdrew Prior to Move In	\$0.00	All fees are refunded except \$50 non-refundable Application Fee
	Withdrew Post Move In	Selected or Assigned Housing and Dining charges are prorated*** post move-in	
*Cancellation requires notice via Housing Portal. Housing Portal cancellation date applies to all charges based on the dates above, whether you move in (and subsequently move out) or are a “No Show.” **If no room or meal plan has been selected or assigned at the date of cancellation, the lowest housing and dining rates will apply. ***Cancellations after the 12th week of the semester are not eligible for proration.			

MISCELLANEOUS

24. Housing Assignment. This Contract DOES NOT guarantee assignment to a specific Housing Facility, room type, or location on campus. The University and the Licensor reserve the right, in their sole discretion, to make initial assignments and to reassign you at any time in the interest of order, discipline, health, safety, security, public health considerations (including pandemics), consolidation of space, or to ensure optimal utilization of Housing Facilities. The University may assign students to temporary or overflow housing when necessary.

25. Entire Contract: All University rules, regulations, policies and procedures (including but not limited to those found in the University Housing Community Standards and the University Code of Student Conduct) are incorporated herein and are part of this Contract.

26. Waiver: No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.

27. Amendment of Laws: In the event that subsequent to the execution of this Contract, any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Contract is enacted, amended or repealed, the University will elect to perform in accordance with such statute, amendment or act of repeal in lieu of complying with the analogous provision of this Contract.

28. Dispute Resolution: Any disputes arising under this Contract shall be first addressed by the applicable, existing University procedure. These procedures shall be followed prior to you initiating any other legal proceedings.

29. Severability: The invalidity of one or more provisions in this Contract shall not affect the validity of any other provision hereof, and the Contract shall be construed and enforced as if such invalid provision(s) were not included. This is an agreement between the University and you. It is used for the entire academic year (which consists of the Fall and Spring academic semesters) or, if you entered into this Contract after the academic year begins, for that portion of the academic year remaining at the time you enter into this Contract. This Contract may be terminated only under the conditions specified herein.

30. Nature of Agreement: The University agrees to provide accommodations under the conditions of this Contract. This Contract is not governed by the Kentucky Landlord-Tenant Act. This Contract is a revocable license for housing and dining services only. It is **NOT** a lease, creates **NO** tenancy or property interest, and may **NOT** be assigned, sublicensed, or sublet. The University may reassign space as needed to optimize operations and safety.

If you cancel your Contract there are fees that apply past certain dates. The Cancellation Policy can be found at <https://wildcatliving.uky.edu/prospective-students/housing-and-dining-contract>.

BY ELECTRONICALLY SIGNING THIS CONTRACT, YOU STATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS CONTRACT. You and your parents or legal guardians are urged to read carefully the terms and conditions of this Contract. If you are under 18, a parent or legal guardian must sign this contract along with you. Even if you are over 18, we ask that your parent or legal guardian review/sign, so they understand that you, the Student, are entering a legally binding contract; however, if you are over 18 this Contract is binding even if not reviewed/signed by your parent or legal guardian.