



## **RESIDENTIAL LIFE HOUSING AND DINING CONTRACT ACADEMIC YEAR 2022-2023**

This contract is made and entered into by and between The Curators of the University of Missouri on behalf of the University of Missouri-Kansas City, hereinafter referred to as "UMKC", and the person identified on the contract, hereinafter referred to as the "Student". If the Student is under the age of 18, a parent or legal guardian must agree to the terms of this contract by completing the minor consent process. This contract is for the entire academic year indicated above, hereinafter the "Academic Year", consisting of fall and spring semesters or, if entered into after the beginning of the Academic Year, for the remainder of the Academic Year. The fees for the housing and dining services are determined annually and adopted by the University's Board of Curators prior to the beginning of the Academic Year. When available, rates are posted on <https://www.umkc.edu/residential-life/rates-and-billing/rates.html>. Meal plan descriptions and rates when available can be found at <https://info.umkc.edu/one-card/meal-plans/>.

The University reserves the right to modify by increasing or decreasing the fees charged for attendance and other services at the University, including, but not limited to, educational fees, at any time when, in the discretion of the governing board, the same is in the best interest of the University, provided that no increases can or will be effective unless approved by the Board of Curators not less than thirty (30) days prior to the beginning of the academic term (semester, etc.) to which the fees are applicable with all modification of fees to be effective irrespective as to whether fees have or have not been paid by or on behalf of a student prior to the effective date of the modification.

With this contract, UMKC offers to the Student accommodations for the above referenced Academic Year. When the contract is received by UMKC, a legally binding contract between the Student and UMKC is established. The Student will be asked to indicate preferences for their housing assignment. The University makes no guarantee that it will be able to assign the Student to any particular location or type of accommodation. Student may cancel this contract only for conditions that meet those listed in Cancellation and Termination section. It is understood that the Student must be enrolled full time (12 credit hours undergraduate, 9 hours graduate) at UMKC during the term of this contract. Students assigned to residence halls (Johnson Hall or Oak Street Hall) are required to purchase a UMKC Dining Plan from options under the category of "Resident Plans." Students assigned to apartments (Hospital Hill Apartments or Rockhill Apartments) are not required to have a UMKC Dining Plan, however, they do have the option to purchase a UMKC Dining Plan from options under either of the categories of "Commuter Plans" or "Resident Plans." Rooms may be occupied according to the Guide to Group Living. Rooms may be occupied during the term of this contract. Students must register in advance to remain during academic break periods. Residential services may operate at a reduced capacity during academic break periods. Termination of this contract for any reason whatsoever will not relieve Student from liability for payment of all sums, including any charges for damages.

The Student and UMKC hereby agree to all the terms, conditions and provisions set out as part of this contract and in other documents which are incorporated by reference into this contract. These documents include the Contract Terms, Guide to Group Living, UMKC Parking and Traffic Regulations, Residential Life and dining publications, University of Missouri Collected Rules and Regulations which are now, or are hereinafter, in effect.

This contract is not a lease, UMKC is not a landlord, the student is not a tenant, and nothing herein is intended to create such a relationship or is otherwise subject to any landlord-tenant laws or requirements. This is a license to occupy university housing as part of an academic community in connection with the educational experience and in furtherance of UMKC's mission.

### **University Agreement:**

UMKC agrees to furnish the Student with housing and dining services when a meal plan is selected. These services are provided under the terms herein stated and as described in the Residential Life and dining publications and websites and the Guide to Group Living.

Alterations of this contract are not recognized by UMKC. Failure to honor the Student's assignment preferences will not void this contract. UMKC will not discriminate in housing assignments on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. UMKC reserves the right to assign roommates and/or to consolidate vacancies by requiring students to move from one accommodation to another when deemed appropriate by UMKC.

UMKC requires that each Student pay the UMKC Residential Life educational and social fee of \$30 per Academic Year.

Students assigned to Johnson or Oak Street Hall are required to select a resident meal plan. If a student does not select a resident meal plan by the required date, they will be assigned and required to pay for the lowest priced resident meal plan. Students assigned to Hospital Hill Apartments or Rockhill Apartments are not required to select a resident meal plan. Students may change their meal plan for the semester until Friday of the first week of class.

UMKC does not purchase property insurance covering any loss of, or damage to, the Student's personal property, and UMKC assumes no responsibility for the payment of any such loss. Students are encouraged to obtain individual personal property insurance.

UMKC reserves the right and privilege to: (a) refuse any contract; (b) change the room assignment and require the Student to move to different accommodations when UMKC deems it expedient, in which event the Student's account will be credited or charged with any difference in charges; (c) take over and use the room in event of public emergency; (d) in the event that the accommodations assigned to the Student are destroyed or otherwise made unavailable and UMKC does not furnish other accommodations, the contract shall terminate and all rights and liabilities of the parties hereto shall cease and the right of UMKC and the Student to payments previously made by the Student shall be prorated on the basis of the period for which accommodations were made available to the Student; (e) change the rate for room and meals during the academic year if changes in economic conditions make it necessary; (f) inspect the room at any reasonable time and, if there is reason to believe that the Student has violated UMKC regulations, to inspect the Student's possessions.

### **Student Agreement:**

The Student agrees to honor this contract **FOR THE ENTIRE CONTRACT PERIOD** and make payment of all charges regularly fixed for the accommodations assigned. If the Student is under 18 years of age, the Parent or Guardian agrees to make payment of all charges. The Student agrees that failure to satisfy the financial obligations accrued under this contract may result in denial of issuance of grade transcripts and/or permission to re-enroll, pursuant to UMKC rules and regulations governing the imposition of these sanctions.

The Student agrees to reimburse UMKC for all damage to the structure in which the Student is housed and all damage to, or loss of, any UMKC fixtures, furnishings, or personal property furnished under this contract caused by the acts or negligence of the Student. Student agrees that they may be required to reimburse UMKC for damage to common areas of the facility when individuals causing the damage cannot be identified.

The Student agrees to assume and bear the risk of loss with regard to all personal property which is kept or maintained in UMKC housing.

The Student agrees to refrain from making any modifications, whether structural, electrical, or plumbing to facilities, nor to attempt any construction or remodeling, no matter how minor, without advance written approval from the Department of Residential Life.

The Student agrees to comply with UMKC Guide to Group Living and UMKC policies, which are now, or are hereafter, in effect, which Guide to Group Living is specifically made a part of this contract by reference.

The Student agrees that this contract is **FOR THE ENTIRE ACADEMIC YEAR** or, if the contract is for accommodations after the beginning of the Academic Year, for that part of the Academic Year remaining after the effective date of assignment to accommodations. The Student agrees this contract cannot be canceled either before or during the Academic Year except under the terms set forth in the Cancellation and Termination sections of this contract.

The Student agrees that failure to occupy assigned accommodations on or before the first day of classes of the period covered by this contract without having given the Residential Life office written notice of delayed arrival may result in the accommodations being assigned to another Student; but delayed arrival does not relieve the Student of the responsibility to accept other available accommodations. The Student agrees that assigned accommodations cannot be reassigned by the Student to another Student.

The Student agrees to notify UMKC, in writing, within five (5) days after occurrence, of any alleged violation by UMKC of any of its obligations arising under this contract or otherwise. Failure of resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by resident as any grounds for nonperformance of resident's obligations under this contract.

#### **Pandemic Crisis Acknowledgement:**

The Student recognizes that UMKC cannot control nor prevent emergencies, pandemics and other acts of God. The University cannot guarantee that Student will not experience an emergency, pandemic or act of God.

Student may become exposed to or infected with an infectious disease such as COVID-19 while living in facilities owned or operated by Residential Life. Further, living in UMKC Residential Life could elevate the risk of contracting any contagious illness simply due to the dense populations in the residence halls and apartments.

Student acknowledges the contagious nature of COVID-19 and other infectious diseases and the risk of possible exposure by living in a Residential Life owned or operated facility. Student understands that the risk of becoming exposed to or infected by COVID-19 or other infectious diseases in UMKC Residential Life may be affected by the conduct of Student and others.

Student understands that they have a responsibility to care for themselves and others in their community. They must adhere to the University guidelines on how best to prevent the spread of COVID-19 or infectious diseases.

Student understands in order to move into a housing assignment, they must arrive with required preventative and safety materials as directed by Residential Life, UMKC and other entities.

Student understands should they exhibit any signs or symptoms of COVID-19 or other highly infectious diseases, as enumerated by the Centers for Disease Control and Prevention (CDC), or they have been in close contact with someone who has tested positive for COVID-19 or other highly infectious diseases it is the responsibility of the Student to contact a medical provider within one (1) business day and self-isolate. Self-isolation means NO in- person contact with ANYONE, including family, friends, and especially going out into the public. Remember, some symptoms are mild, but this does not mean one cannot spread the virus to someone else and put others at severe risk.

Student understands prior to official opening day or at any point while living in UMKC Residential Life, Student may be instructed to perform specific preventative actions to reduce communal disease transmission. Should Student need to self-isolate or self-quarantine prior to official opening day or while living in UMKC Residential Life, they will notify Residential Life for assistance.

Student understands and affirms that, in the event of an emergency, Student will call 911, and that Student should notify the operator that they have, or think they might have, COVID-19 or another infectious disease. Student understands that they may be required to move to another room, hall or other location in the event of required self-quarantine or isolation. Credit or refund will not be made for primary assignment while student is in alternative location for quarantine or isolation. Student understands amenities and services are limited at these accommodations. Isolation or quarantine accommodations may be billed to the Student's account.

Student understands that Residential Life reserves the right to alter policies and procedures to respond and address emergencies, pandemic and crisis that are in the best interest of UMKC and the Student. This may include, but is not limited to, visitation hours, guests or restricting access and use of spaces such as lounges, kitchens, and other communal spaces.

Student understands that Residential Life may find it necessary to take specific actions to protect the public health of residents which may include other communicable diseases besides COVID-19.

Student understands Residential Life will be housing students with roommates/suitemates/apartment mates and that all rooms/suites/apartments have shared space of some kind (e.g., bathroom, kitchen, living room).

Student understands that, in conjunction with assigned roommate/suitemates/apartment mates, Student may be required to complete a shared living agreement to establish living parameters and understandings regarding preventing, mitigating, and managing the COVID-19 pandemic within your living space(s).

Student understands that, should an emergency situation occur in the future and the University requires full or partial closure of UMKC Residential Life, the University may terminate and suspend the housing and dining contract for impacted students and students must vacate the facilities and remove their belongings. Residential Life and campus dining in conjunction with the University will communicate appropriate billing impacts including adjustments. However, if there is an emergency event and the University does not require UMKC Residential Life to enact full or partial closure or require students to vacate, the students may still do so, but the housing & dining contract will remain in full effect and the students will not be entitled to a housing and dining adjustment (refund/credit) even if they voluntarily choose to vacate.

## **Cancellation and Termination:**

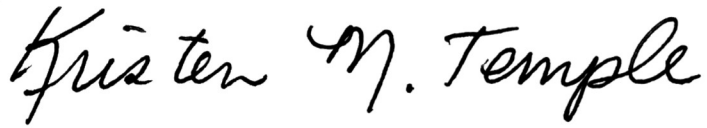
- 1. Contract Cancellation by Student Prior to Check-in:** if the contract is received by UMKC and the student later decides to cancel, the Student must submit a request to cancel using the RooRez portal. Cancellations submitted prior to the student checking into Residential Life will be granted and the student will incur cancellation fees and charges according to this schedule:
  - A. Returning Residents:**
    - 1) Cancellations received by March 1 will be approved and have no cancellation fee.
    - 2) Cancellations received March 2 through June 1 will be approved and will have a cancellation fee of \$100.
  - B. New Residents:**
    - 1) Cancellations received by May 1 (November 1 for Spring only contracts) will be approved and have no cancellation fee.
    - 2) Cancellations received May 2 through June 1 (November 2 through November 15 for Spring only contracts) will be approved and have a cancellation fee of \$100.
  - C. All Residents:**
    - 1) Cancellations received June 2 through July 1 (November 16 through December 1 for Spring only contracts) will be approved and have a cancellation fee of \$200.
    - 2) Cancellations received July 2 (December 2 for Spring only contracts) and prior to the first day of Residential Life check-in AND prior to the Student's check-in will be approved and will have a cancellation fee of \$300.
    - 3) Cancellations received the first day of Residential Life check-in through September 1 (February 1 for Spring only contracts) AND prior to the Student's check-in will be approved, will have a cancellation fee of \$300 and will pay the nightly rate for their room type.
- 2. Contract Cancellation by Student After Check-in:** if the contract is received by UMKC and the student checks-in, cancellation is permitted only under specified circumstances. A request to cancel the contract and documentation supporting the reason for the request must be submitted in the RooRez Portal. Requests will be reviewed and approved or denied based on the submitted documentation.
  - A. Reasons for cancellation requests after check-in:**
    - 1) No longer a UMKC student – includes graduating, military deployment, transferring, or withdrawing.
    - 2) Participating in a UMKC-sponsored program which requires living away from Kansas City – includes internship, study abroad, or student teaching.
    - 3) Exchange students at the conclusion of their program.
    - 4) Change in family status that requires housing type not available at UMKC – marriage, birth or adoption of a child.
    - 5) Medical or mental health issue that cannot be effectively treated while the student resides in Residential Life.
    - 6) Financial hardship that occurred after the student moved into Residential Life.

**B. Fees for approved cancellation after check-in:**

- 1) Cancellation requests and documentation received by September 1 (February 1 in Spring Semester) will have a cancellation fee of \$300 and will pay the nightly rate for their room type until their check-out.
- 2) Cancellation requests and documentation received September 2 through September 15 (February 2 through February 15 in Spring Semester) and checking out within 24 hours of the approval of their cancellation will receive a 60% credit of the housing charge for the semester.
- 3) Cancellation requests and documentation received September 16 through September 30 (February 16 through February 29 in Spring Semester) and checking out within 24 hours of the approval of their cancellation will receive a 40% credit of the housing charge for the semester.
- 4) Cancellation requests and documentation received October 1 through October 15 (March 1 through March 15 in Spring Semester) and checking out within 24 hours of the approval of their cancellation will receive a 20% credit of the will housing charge for the semester.
- 5) Cancellation requests and documentation received after October 15 (March 15 in Spring Semester) will receive no credit of the housing charge for the semester.
- 6) Cancellations approved to be effective at the end of Fall Semester will pay a cancellation fee of \$300. This cancellation fee will be waived for approvals due to graduation, military deployment, participation in UMKC sponsored programs, exchange students at the conclusion of their program, or financial hardship.
- 7) Dining charges for Resident Plans will be prorated based on date of check out of Residential Life.

**C. Contract Termination by UMKC due to Breach by Student:** A Student's withdrawal, suspension, dismissal, or expulsion from Residential Life or UMKC by UMKC for any reason, including, but not limited to violation of the Guide to Group Living, the University of Missouri Collected Rules and Regulations, or other conduct on the part of the Student deemed to require the removal of the Student from Residential Life housing or UMKC for the best interest of the other residents, shall constitute a breach of the Residential Life Housing and Dining Contract by the student and shall be grounds for the termination of the contract at the election of UMKC. In case of such a termination, UMKC will deliver a written notice of termination to the Student by email, mail, personal delivery, or by leaving the notice in the Student's room, stating the hour and date the termination takes effect. The Student will pay the nightly housing rate until the effective date of the termination plus forty percent (40%) of the remainder of the academic year contract charges for room and social fee. The Resident Plan will be prorated based on the termination effective date. A Commuter Plan will be retained by the Student if they remain enrolled at UMKC. If the Student is no longer enrolled the Commuter Plan will be prorated based on usage. If the contract is breached due to the Student's withdrawal, suspension, dismissal, or expulsion from UMKC and the Student re-enrolls during the period covered by the contract, UMKC may elect to reinstate the contract as of the date of re-enrollment.

The Curators of the University of Missouri

A handwritten signature in black ink that reads "Kristen M. Temple". The signature is written in a cursive, flowing style.

Kristen M. Temple  
Director of Residential Life

I acknowledge that I have read, understand and agree to be legally bound by the terms of the 2022-2023 Residential Life Housing and Dining Contract provided to me by the University of Missouri-Kansas City.

Submission of your UMKC issued Student ID number serves as your electronic signature. If Student is under the age of 18, a parent or legal guardian proxy serves as an electronic signature.