

Residential Life Student Occupancy Contract:

PLEASE READ THIS DOCUMENT THOROUGHLY.

This Contract is for the academic year and can only be cancelled without penalty within fifteen (15) business days from the date upon which Student submitted this Contract.

This Residential Life Student Occupancy Contract (this “Contract”) is entered into by and between you and, for any student under 18 years of age, your parent(s) or guardian(s) (collectively, “Student”), and Lindenwood Female College d/b/a Lindenwood University (“University”). This is a legally binding agreement between Student and University, setting forth the terms under which Student may reside in University’s on-campus housing. The rights of Student under this Contract are personal and may not be transferred by Student to any other party.

1. Housing Assignment Process

No on-campus housing assignment for an upcoming academic term will be made until Student has submitted this Contract, signed the Enrollment Financial Aid agreement/award, and paid the required housing deposit of \$200.00 (the “Deposit”). University will attempt to accommodate Student's request of residence hall, non-traditional housing, or roommate preference; however, the final housing assignment will be made in University’s sole discretion. A failure to be assigned housing in accordance with Student’s request is not grounds to terminate this Contract or receive a refund of the Deposit.

2. Contract Term

This Contract runs through the period of the immediately upcoming academic term, which includes **both the fall and spring semester**, unless otherwise agreed by University. The Contract ends with the spring semester unless otherwise stated.

If Student will not be utilizing University’s on-campus housing in the spring term because of participation in a University sponsored off-campus academic program such as study abroad,

internship, student teaching, etc., Student shall contact the Residential Life Office by November 1 to avoid any fees or charges for the spring term.

3. Deposit/Refund

In connection with submitting this Contract, Student must pay to University the Deposit to reserve a room in on-campus housing. The Deposit shall be held by University as security for the full and faithful performance of each provision of this Contract to be performed by Student. The Deposit is not a measure of University damages in case of Student's default hereunder. Upon receipt, the Deposit will be reflected as a credit on Student's financial account with University. A Deposit submitted in connection with a prior academic term may continue to satisfy Student's obligation to provide a Deposit under this Contract so long as such Deposit has not been otherwise applied by University to satisfy Student's outstanding obligations. If the room to which Student is assigned is damaged during the period in which Student is entitled to reside therein, the cost of such damage will be deducted from the Deposit. Any amounts deducted from the Deposit must be repaid by Student upon demand from University, and in any event prior to the start of the next academic term. The Deposit is not a cap on Student's responsibility for damages and Student will be charged for damages to housing that exceed the Deposit.

No refund of the Deposit will be granted if Student withdraws from attending University after making the Deposit but prior to the start or completion of an academic term. If Student elects to depart from on-campus housing at the end of the academic term, Student is entitled to a refund of the Deposit if Student has (a) satisfied all financial obligations to University and has no outstanding debts, (b) completed the residential checkout process, (c) otherwise complied with this Contract and returned the room to its original condition (subject to normal wear and tear), (d) submitted a "Request a Refund" form or similar application through the Student Portal, and (e) completed a Change of Status form in the Office of Residential Life or an Exit process, as applicable, in the Office of Student and Academic Support Services, which is located in the Library and Academic Resources Center, room 354. Failure to complete the Change of Status form or Exit process by January 1 for the spring semester or by June 1 for the fall semester will result in forfeiture of the Deposit.

4. Check In/Check Out Procedures

University will notify Student of the applicable move in period prior to the beginning of classes for the academic term. Student must report to University's designated check-in area and complete the check in process prior to entering on-campus housing. Failure to complete the check-in process will result in a fine. University will hold Student's assigned room for up to 48 hours after the first day of classes. If Student has not completed the check-in process or has not made arrangements for a late arrival with the Office of Residential Life by the end of such time period, University reserves the right to reassign Student's room. In such event, Student may forfeit a housing assignment; however, Student's obligations under this Contract, including, without limitation, responsibility for the payment of any fine and other room and board fees, charges, and penalties for the current academic term shall survive.

At the end of the applicable academic term, Student must complete the checkout process and return Student's key to residential staff. If Student fails to complete the checkout process a charge of \$100 will be imposed (along with charges for a lost key if the key is not returned). Student's room must be surrendered in its original condition (subject to normal wear and tear), and additional fees will be imposed for any cleaning, repairs, and/or replacement of missing furniture deemed necessary by University in its sole discretion. In the event Student refuses to vacate the room, Student consents to University removing all property from the room and placing it in a storage facility at Student's expense. University will not be held responsible for any abandoned, stored, or disposed property.

If Student officially withdraws from the University before the end of the academic year, Student must complete the Exit process in the Office of Student and Academic Support Services, which is located in the Library and Academic Resources Center, room 354. Student is responsible for all charges accruing under this Contract until such time as Student completes the checkout process and returns Student's key to residential staff.

5. Eligibility

To remain in University housing, Student must be enrolled fulltime, meaning at least 12 credit hours per semester for undergraduate students, and at least six (6) credit hours per semester for graduate students (students in eight (8)-week programs would be considered fulltime if taking at least three (3) credit hours per eight (8)-week session). Student must maintain good financial standing, with all tuition, room and board, and other fees, charges, fines, and penalties charged to Student's account paid in full prior to the beginning of the academic term, and no outstanding delinquencies. At all times, Student must remain in compliance with this Contract and all rules, regulations, and policies of University, as imposed from time to time. If Student

becomes ineligible for on-campus housing because of a failure to comply with the foregoing requirements, University has the right to remove Student from on-campus housing, in which case Student shall forfeit the Deposit and remain liable for all fees, charges, fines, and penalties related to room and board for the current academic term.

6. Housing Changes

No housing or room change may be made without the prior approval of the Residential Life Office. Changing a housing assignment without prior approval of the Residential Life Office will result in the imposition of \$250 fine and may result in Student's removal from on-campus housing, in University's discretion. University determines room occupancy limits in accordance with applicable fire safety codes and other University policies. Student acknowledges and agrees that University may reassign or adjust the occupancy of rooms and may permit other uses of rooms in its sole discretion. Student agrees to comply with such changes as may be made by University from time to time.

7. Use of Rooms

On-campus housing is provided to Student for residential purposes only. Student is responsible for all personal property brought on campus by Student or any guest, and University does not assume any responsibility for lost, stolen, or damaged property. Student is responsible for keeping its assigned room in good, safe, and reasonably clean condition. Student shall not alter on-campus housing in any way without the prior written consent of the Director of Campus Facilities. All furniture provided in a room upon Student's check in must remain at all times. Removal of or damage to University furniture will result in charges to Student's account. Student must obtain advance approval from the applicable Area Coordinator prior to bringing additional furniture to on-campus housing, and any such additional furniture must be removed prior to Student's checkout. University may impose charges to remove any such furniture not removed by Student. If more than one student shares a room, all such students will be jointly and severally liable for damages incurred hereunder.

8. Communal Areas

If applicable, Student shall use reasonable efforts to maintain and protect communal areas of on-campus housing from damage. Such areas include, without limitation, bathrooms, hallways, lounges, laundry facilities, stairs, elevators, lobbies, kitchens, and storage spaces. Student is responsible for any damage to communal areas caused by Student. If damage occurs within a communal area and the responsible party cannot be determined, all surrounding residents may be held equally liable for such damage in University's discretion.

9. Keys

If a residence key is lost, a charge of \$135 (\$35 to replace the key and \$100 to replace the lock) will be imposed. A lost or stolen key must be promptly reported to University. Student agrees not to share or duplicate keys. Room keys remain the property of University at all times.

10. Entry

University reserves the right to enter Student's room without notice to ensure compliance with University rules, regulations, and policies or as University may otherwise deem necessary for maintenance, inspection, safety and welfare purposes or other purposes as University determines. Area Coordinators will conduct unannounced health and wellness checks throughout the academic term, and this may include reasonable searches.

11. Closings/Breaks

University reserves the right to close any on-campus housing at any time for any reason, including, without limitation, safety, maintenance, or repairs, in University's sole discretion. For security reasons, on-campus housing is closed during winter break and such other breaks as University may determine during the academic term. These dates are posted in the Office of Academic Services and on the Student Portal. Residences are locked at noon on the Saturday of final exams week for the fall and spring semesters. On-campus housing will reopen the day before classes resume after the break. Student's failure to leave by the designated time or return prior to reopening may result in charges to Student's account.

Student may request permission to remain on campus during breaks for special circumstances. All requests must be submitted in writing to the Residential Life Office at least two weeks prior to the date in question. University will determine whether accommodations are available in University's sole discretion. University is not obligated to provide housing for Student during any break. If Student is approved to remain on campus during a break, Student may be required to relocate to another room or housing facility and Student's account will be charged based on the approved period of the stay.

12. Student Conduct

Student shall abide by the terms of this Contract and the Student Handbook, and Student shall comply with all University rules, regulations, and policies, as well as all procedures and standards related thereto, all of which are made a part of this Contract by reference. University reserves the right to adopt or make changes to such rules, regulations, policies, procedures, and standards from time to time, without advance notice. Student shall also comply with all federal, state, and local laws, regulations, and ordinances while in residence and shall not make or permit any use of the room or of any part of the on-campus housing that would violate applicable law, would be dangerous or potentially dangerous to life, limb, or property, or would interfere with the study, sleep, or comfort of any other student. Student agrees to comply promptly and fully with verbal or written instructions of University employees and to act as a responsible member of Student's on-campus housing community.

13. Limitation of Liability

University is not responsible for any losses, damages, or personal injury of any sort occurring to any person or private property. Property loss or damage should be covered by personal homeowner's or rental insurance or other protective policies obtained by Student. By submitting this Contract, Student hereby expressly releases University from all liability for any damages to Student's property or person.

14. Prompt Payment Required

Student promises to pay promptly at the scheduled time(s) all applicable room and board fees, charges, fines, and penalties, as well as all tuition and other amounts due to University. Such

amounts will be billed to Student's account and are due and payable in accordance with University policy. Student should consult a student account representative in the Business Office regarding due dates or to make other payment arrangements prior to the beginning of the academic term. Student may remit payment using the Student Portal. Applicable rates are determined by the Board of Trustees from time to time and will be imposed at the rate currently in effect at the time such obligation is incurred. The following room and board rates are currently in effect:

Semester term (16 weeks)

Heritage Halls (includes Ayres, Sibley, Irwin, Nicholls, Parker, Cobbs)

- Single \$5,200/semester \$10,400/year
- Double \$5,100/semester \$10,200/year

Horizon Halls (includes Blanton, Rauch, Calvert, Guffey, Matthews, Flowers, Pfremmer, Reynolds)

- Single \$5,400/semester \$10,800/year
- Double \$5,100/semester \$10,200/year

LindenLodge

- Single \$5,500/semester \$11,000/year

Linden Terrace (Non-Traditional Housing) *Trash Service Included*

- Single \$5,630/semester \$11,260/year

8-week terms

Heritage Halls (includes Ayres, Sibley, Irwin, Nicholls, Parker, Cobbs)

- Single \$2,600/semester
- Double \$2,550/semester

Horizon Halls (includes Blanton, Rauch, Calvert, Guffey, Matthews, Flowers, Pfremmer, Reynolds)

- Single \$2,700/semester
- Double \$2,550/semester

LindenLodge

- Single \$2,750/semester

Linden Terrace (Non-Traditional Housing) *Trash Service Included*

- Single \$2,845 semester

If Student is moved from a double to a single room at any point within the academic term, Student will assume the single room rate. After the second week of the academic term, if a student is switched from a single to a double, there will be no rate adjustment.

Failure to make any payment when due may result in actions including, but not limited to, late fees, removal from on-campus housing, cancellation of registration, withholding of grades/transcripts and diplomas, and/or refusal to permit future registration.

Room and board fees are non-refundable and Student will not receive a credit during any period of time when on-campus housing is closed due to emergency or circumstances beyond the control of University, including but not limited to weather, interruption of utilities, war, fire, flood, or other acts of God, or strike or work stoppage, whether by University or other employers.

15. Removal by University

If Student becomes ineligible for on-campus housing pursuant to Section 5 of this Contract or poses a threat to person or property, in University's sole discretion, University may remove Student from on-campus housing on a temporary or permanent basis, as determined by University in its discretion. In such event, Student will remain responsible for any fees, charges, fines, and penalties incurred pursuant to this Contract, in addition to the cost of any damages caused by Student. In University's discretion, Student may also be dismissed from continued University enrollment in connection with such an event.

16. Payment Obligations

This Contract is for the academic year and can only be cancelled without penalty within fifteen (15) business days from the date upon which Student submitted this Contract. Should Student cancel this Contract after the fifteen (15) business day period, and before the fall cancellation deadline of July 1, Student is responsible for a \$250 cancellation fee and forfeits

the housing deposit (Spring cancellation deadline is December 1). there will be a settlement charge of up to 100% of the amount due from Student under this Contract. Upon submitting this Contract and receiving a housing assignment from University, Student is legally responsible for all amounts owed in accordance herewith. If Student voluntarily withdraws from classes or if Student is dismissed from University for any reason, including for a violation of any University policy, Student will not be entitled to any refund of amounts paid hereunder. An appeal can be submitted to the University Business Office if there are mitigating circumstances that could warrant consideration for a refund of charges. However, a release from this Contract for reasons other than academic drop or official withdrawal from the University is highly unlikely. If Student feels that personal circumstances warrant consideration after the cancellation deadline, Student may request a copy of the Contract Release Petition from the Residential Life Office. Student shall submit the Contract Release Petition and additional supporting documentation to the Director of Residential Life for consideration. The set deadlines to submit a Contract Release Petition are listed below. **If the petition is granted, Student is still responsible for the \$250 cancellation fee and forfeiture of the housing deposit.**

- Fall 2022: no later than September 1, 2022
- Spring 2023: no later than January 15, 2023

BY SUBMITTING THIS CONTRACT ELECTRONICALLY, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF, THIS RESIDENTIAL LIFE STUDENT OCCUPANCY CONTRACT AND THE UNIVERSITY STUDENT HANDBOOK, WHICH IS EXPRESSLY INCORPORATED HEREIN BY REFERENCE. I FURTHER ACKNOWLEDGE THAT THIS CONTRACT IS MY PERSONAL OBLIGATION AND IS LEGALLY BINDING UPON SUBMISSION. IF STUDENT IS UNDER THE AGE OF 18 YEARS, A LEGAL PARENT OR GUARDIAN HEREBY CERTIFIES THAT IT HAS READ AND AGREED TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

YOUR STUDENT ID NUMBER CAN BE LOCATED IN YOUR STUDENT PORTAL.