

## Residential Life Student Occupancy Contract:

**THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ THIS DOCUMENT THOROUGHLY.**

**This Contract is for the academic year and can only be cancelled without penalty on or before May 15 by completing a housing contract appeal form.**

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 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

- a. No on-campus housing assignment for an upcoming academic term will be made until Student has submitted this Contract and signed the Enrollment Financial Aid agreement/award. 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.

### 2. Contract Term

- a. For purposes of this Contract, “academic year” means the fall and spring semesters as designated on University’s official academic calendar and does not include summer sessions unless expressly stated in writing.
- b. This Contract runs through the academic year, consisting of the immediately upcoming academic fall and spring semesters, and ends at the conclusion of the spring semester (“Term”), unless otherwise agreed by university in writing. .
- c. 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. Eligibility

- a. 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 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 remain fees, charges, fines, and penalties related to room and board for the current academic term.

4. Use of Rooms

- a. 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. All furniture provided in a room upon Student's check in must remain at all times. Removal of or damage to University furniture or property will result in charges to Student's account. Student must obtain advance approval from a full-time professional staff member of Residential Life 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.

5. Communal Areas

- a. All residential students living in university housing must keep communal areas clean and tidy, dispose of trash properly, and clean up after themselves, sharing the responsibility for maintaining these spaces. Furniture should be used for its intended purpose only, avoiding actions like standing on chairs or tables, and should not be moved between rooms or outside. Any damage or malfunction should be reported to the housing office immediately. Personal belongings should not be left in communal areas, as unattended items may be removed. Noise levels should be kept to a minimum, especially during quiet hours, and residents should respect others' space and privacy, with harassment, bullying, or disruptive behavior being strictly prohibited.

6. Entry

- a. 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. Residential Life will conduct health and wellness checks throughout the academic term, and this may include reasonable searches.

7. Closings/Breaks

- a. 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.
- b. Students may request permission to remain on campus during breaks for special circumstances. All requests must be submitted 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.

8. Board Plan

- a. All Residential Students are required to have a meal plan. Students can request a meal plan to change prior to the first week of the academic semester. All meal plans are non-refundable after the third week of the semester.
- b. Dining Services will strive to meet the dietary needs of all students. Students who feel the need an accommodation must pursue medical accommodation through the Student Support and Accessibility Office ([accessibility@lindenwood.edu](mailto:accessibility@lindenwood.edu)).

9. Student Conduct

- a. Student shall abide by the terms of this Contract, the Student Handbook and the Residential Life Living Guide, 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.

10. Limitation of Liability

- a. 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 the 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.

11. Prompt Payment Required

- a. 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.
- b. 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.
- c. 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.
- d. The following room and board rates are currently in effect:

**Room + Board Rates Semester term (16 weeks)**

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

Room Type	Per semester (with meal plan)	Per year (with meal plan)
Single	\$6,685	\$13,371
Double	\$6,573	\$13,146
Deluxe Single (Blanton/Cobbs only)	\$7,508.50	\$15,017

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

Room Type	Per semester (with meal plan)	Per year (with meal plan)
Double	\$6,573	\$13,146
Deluxe Single (Blanton/Cobbs only)	\$7,508.50	\$15,017

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

Room Type	Per semester (with meal plan)	Per year (with meal plan)
Single	\$7,248.50	\$14,494
12-month contract	\$10,112.50	\$20,225

**Room + Board Rates Semester term (8 weeks)**

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

Room Type	Per semester (with meal plan)
Single	\$4,612.25
Double	\$4,556.00
Deluxe Single (Blanton/Cobbs only)	\$5,023.75

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

Room Type	Per semester (with meal plan)
Double	\$4,556.00
Deluxe Single (Blanton/Cobbs only)	\$5,023.75

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

Room Type	Per semester (with meal plan)
Single	\$4,893.00

**Removal by University**

- e. 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.

Payment Obligations

- f. **This Contract is for the academic year and can only be cancelled without penalty on or before May 15. Should Student cancel this Contract after May 15, and before the fall cancellation deadline of July 15, Student is responsible for a \$600 cancellation fee and (new spring application cancellation deadline is December 1).** Upon submitting this Contract and receiving a housing assignment from University, Student is legally responsible for all amounts owed in accordance herewith. Students who are registered for classes and have a residency requirement to live on campus must go through the Contract Release Petition.
- g. Refunds
- i. 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.
  - ii. 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 \$600 cancellation fee. Student acknowledges that the non-refundability provisions set forth in Section [X] of this Contract control and apply except where University expressly determines otherwise in writing.**

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.

X

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Student Signature

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Parent/Guardian Signature