

2026-2027 Housing Contract
Kentucky State University
Enrolled Students Living in Campus Housing

This Housing Contract (the “Contract”) is a legally binding agreement among you (defined below), the Licensors (defined below) and the Kentucky State University (collectively referenced as the “University” or “KSU” 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 eighteen (18), your parent or legal guardian must sign this Contract to guarantee your obligations. Even if you are over eighteen (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 KSU Campus Housing Office (the “Housing Office”) with any questions you may have regarding this Contract.

This Contract entitles you to use the housing only in the manner set forth herein, in University Community Standards, the University Code of Student Conduct and on the housing website. This Contract **DOES NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. **Summer housing is available only in designated Housing Facilities.** 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.

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 for the period as indicated on your housing application. You must prepay the daily rate each month at the Bursars Office. You may specify your move in and move out date, subject to approval by the Housing Office. Failure to complete payment will result in termination of the contract. You may only terminate this Contract under the conditions specified in the Contract and most terminations will involve payment to Licensor or the University.

2. Eligibility. To reside and remain in a Housing Facility for 2026-2027 Academic Year, you:

- i. Must have been enrolled at the University for fall 2026 and must be enrolled for spring 2027 at the University.
- ii. Must be in good academic (Good Academic Standing is defined as a cumulative 2.5 GPA and above regardless of hours completed).
- iii. Must be in good financial standing with the University pursuant to the Financial Clearance and Collections Policy.
- iv. Must have an approved academic reason for remaining on campus and must maintain the academic reason throughout the term.
- v. Must have a clear disciplinary history with the University.

3. Notices. You agree that Licensor and the University, as applicable, will communicate with you through your **official University email account** for all aspects of this Contract, including but not limited to Housing and 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.

4. Assignment of Housing. You are not guaranteed assignment to a specific Housing Facility, particular 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 laws of the United States, the Commonwealth of Kentucky, and University regulations, the University and Licensor do 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 which is

prohibited on campus as is all paraphernalia. 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.

5. Housing Schedule. The University/Licensors will designate the date on which you may move into a Housing Facility and the date by which you must vacate your assigned Housing Facility.

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

a. To reside in a Housing Facility for the 2026-2027 Academic year, you must have been enrolled at the University for fall 2026 and will be enrolled for spring 2026 and have paid all tuition and other academic charges due, in addition to amounts due under this Contract.

b. You must check-in with the Resident Director prior to moving in. If you will be delayed, you must notify the Housing Office via email. Failure to give notice of a delay in checking in may result in reassignment or loss of assignment. If you are deemed a "No Show", a student who did 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.

c. You must complete and electronically sign a Room Condition Report Form prior to occupancy of your assigned Housing Facility certifying the condition of your assigned unit as of the date you begin occupancy. At the termination of this Contract, Licensors/University may inspect your assigned unit and assess you for any damages to your unit, its fixtures or any appliances and furniture not identified in the Room Condition Report Form completed at the beginning of your occupancy. Any damages must be paid prior to returning to University housing in fall 2027.

d. You must keep your assigned unit clean, orderly, and in good condition. You shall pay Licensors/University for loss of Licensors/University 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 or anyone you let into the room and to other parts of the residence hall including, but not limited to, special cleaning necessitated by improper care of units, furnishings, or appliances.

e. 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 described in the University Community Standards, 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 Code of Student Conduct may result in the suspension or cancellation of this Contract. If this Contract is suspended or terminated, you will be financially responsible for your obligations under this Contract as if you had chosen to cancel the Contract under the provisions herein.

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 Students to whom they are assigned.** 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.

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 unit (consolidation), or in case of refusal, pay additional charges for single occupancy.

i. **Room Entry Policy.** Licensors/University reserves the right to enter your unit to respond to emergency situations, conduct health and safety inspections, and provide routine maintenance.

j. You must pay Licensors/University the cost of replacement for any ID Card(s) reported lost or stolen. There is a flat \$25 fee.

k. Whenever you move out of your assigned Housing Facility for any reason, you must complete the appropriate paperwork and turn it in to an authorized Licensors/University 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/University. Neither Licensor nor the Housing Office is responsible for any items left in the Housing Facility.

l. **Housing Change Request.** Change requests 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 fees owed by you will be made on a prorated basis.

m. 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, within a residence hall, does not adhere to the community standards of the residential environment and is strictly prohibited. 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. If an animal is found to be neglected, the information will be shared with the appropriate authorities. If an animal is found that is not authorized, the contract will be considered terminated.

n. **Policy Compliance; Zero Tolerance; Contract Termination**
You acknowledge and agree that residency in university housing is a privilege conditioned upon strict compliance with all University policies, procedures, rules, and regulations, including but not limited to the Kentucky State University Community Standards, the Code of Student Conduct, and all Housing policies, as may be amended from time to time.

Visitation Policy.

Access to residence halls is strictly limited to assigned residents and authorized visitors of that specific facility. You are responsible for ensuring that no unauthorized visitor is permitted entry or access under any circumstances.

Responsibility for your Decisions.

You are fully responsible for your own decisions and for any actions occurring within your assigned space or resulting from your presence in university housing. This includes, but is not limited to, violations involving safety, security, prohibited items, or unauthorized persons.

Zero Tolerance - Health and Safety Violations - The University has a zero-tolerance policy for health and safety violations. These violations pose a direct threat to the safety, security, and well-being of the campus community and may result in recommendation for removal from campus housing and/or a ban from campus, up to and including suspension or expulsion if a student is found responsible. Health and safety violations include, but are not limited to, the following:

- Propping or unauthorized opening of interior or exterior residence hall doors
- Smoking or use of prohibited substances within residence halls or university facilities
- Cooking in residence hall rooms
- Covering, disabling, or tampering with a smoke detector or other fire safety equipment
- Violation/s involving candles, open flames, flammable materials, or prohibited appliances (including air fryers)
- Violation/s of the University's visitor or guest policy
- Failure to comply with lawful directive/s issued by University officials, including housing and public safety personnel
- Possession or presence of weapon/s on campus in violation of University policy (include toy weapon/s or toy weapon/s used against other student/s without consent)
- Physical misconduct, including but not limited to assault, battery, or unwanted physical contact

Repeated or egregious violations will be considered aggravating factors in determining sanctions. The University reserves the right to take any action necessary to protect the campus community, consistent with applicable policies and procedures.

Immediate Termination.

Any violation of university policy, including but not limited to the presence of unauthorized visitor/s, health and safety

violations, or conduct that threatens the welfare of the residential community, may constitute grounds for immediate administrative removal from housing and termination of this Contract, without refund.

Removal under this provision does not relieve you of your financial obligations under this Contract and may result in additional disciplinary action through the University student conduct system.

7. Criminal Background Checks. Licensor/University reserves the right to conduct criminal background checks on you and you consent and agree that Licensor/University has permission to conduct criminal background checks on you. If a background check finds that you have a criminal record, then you may be ineligible to live in Campus Housing.

8. Force Majeure. In the event of an unforeseeable cause beyond the control of the University or Licensor, including, but not limited to fire, flood, other severe weather, public health event, pandemic, acts of God, interruption of utility services, acts of terrorism and other unforeseeable significant extenuating circumstances, Licensor/University reserves the right to maintain the safety of the Housing Facility, including but not limited to temporarily or permanently removing you from Campus Housing. If the Housing Facilities and/or all or part of a Housing Facility is closed due to an emergency, public health event, or fire, flood or natural disaster, Licensor and the University may suspend or terminate this Contract without prior notice. If a Housing Facility is closed pursuant to the paragraph, Licensor and the University will use their best efforts to provide you with alternative housing or other remedy. Further, although not obligated to do so, Licensor/University will use its best efforts to rebuild or replace the affected Housing Facility.

9. Liability and 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 property.

10. Release; Indemnification; Hold Harmless. You agree that Licensor/University 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, Licensor/University shall not be liable for any damage or injury to you, your guests (which are not authorized for the entirety of the summer period), 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 Licensor, 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 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.

HOUSING CHARGES

11. Rates. You shall pay for your Housing Facility charges in the amount of \$35 . The Housing rates are subject to change by the University during the contract period. If the Housing 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 Rates.

12. Payment. Housing Facility fees are to be paid to the Bursar's Office in the Academic Services Building.

13. Lost/Stolen KSUID Card. If your card is lost or stolen, you should immediately report it online at aux.services@ksu.edu. Any expenditure associated with the use of the card is your responsibility until it is reported lost/stolen.

14. Fines. Housing fines for the 2026-2027 academic year. Please note this does not include additional educational sanctions instituted by appropriate university officials should a student be found responsible for a violation of Community Standards by University Court:

- Sprinkler Head Damage - \$250 plus any additional repair cost
- Smoke Detector Damage - \$250 plus any additional repair cost
- Window Damage - \$250 plus any additional repair cost
- Room Paint - \$50 per wall or ceiling
- Holes (puncture in wall) - \$50 per hole (not paint only) (if tacks in wall or push pins, 1 \$50 fine unless excessive)
- Severe / Excessive Damage - \$250
- Large item left in room - \$100 removal charge (Fridge / chairs)
- Electronics left in room - \$25 per item (air fryer \$100)
- Peep Hole Missing - \$50
- Smoke Paraphernalia - \$250
- Smoke or Burnt Smell - \$250
- Burn Marks on Surface or Wall - \$250
- Light, Outlet, or Lights Damages - \$100 Each
- Damage to Shower - \$100
- Damage to Floor or scrubbing - \$100
- Trash left in room - \$50
- Broken Drawer, surface on furniture damaged - \$100
- Mattress Replacement - \$250
- Alcohol \$25
- Food \$50

All fines are subject to additional costs to clean, repair or replace items. Time required to clean, paint, fix items in room billed at \$25 per hour.

CANCELLATION AND WITHDRAWAL POLICIES

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

- a. Denied Enrollment. If you are denied enrollment at the University, you will not be charged any fees.
- b. Academic Suspension. If you are not a student in good standing at the University you are ineligible for campus housing and will not be charged any fees. You cannot move in until your good standing is confirmed in writing. Good Standing is defined as a cumulative 1.75 GPA and above regardless of hours completed.
- 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 refund for the time period remaining under the Contract and are responsible for the full contract terms for Housing. Any dates you are on an interim suspension from University housing will not be refunded.
- d. Other circumstances. If you are no longer enrolled at the University because you voluntarily withdrew from the University; graduated from the University; married, active military deployment; or your educational program requires an out-of-town residency; you will not be charged any other cancellation fees. If you end your academic purpose for being on campus during the 2026-2027 Academic period, you will be reviewed on a case by case basis.

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16. 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 Office. 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.**

- b. Request for Release. You can ONLY be released from your obligations under this Contract after filing an appeal with and receiving written approval from the Appeals Committee (the “Committee”). The deadline to cancel without penalty must be more than five (5) calendar days prior to your expected arrival date. You may submit an appeal via email to the Dean of Students. 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 into the terms and conditions of this Contract.
 - ii. Medical Hardship Release: You must register with the Disability Resource Center and provide documentation that a medical hardship requiring specialized living arrangements or accommodations that are not available on campus has occurred since entering into 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 for additional details.

CANCELLATION DATES AND FEES

If the Housing rate is 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 rate.

There is no fee associated with Cancellation.

MISCELLANEOUS

- 17. 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.
- 18. **Entire Contract:** All University rules, regulations, policies, and procedures (including but not limited to those found in the University Community Standards, the University Code of Student Conduct and on the housing website) are incorporated herein and are part of this Contract.
- 19. **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.
- 20. **Amendment of Laws:** In the event that subsequent to the execution of this Contract, any federal or 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.
- 21. **Dispute Resolution:** Any disputes arising under this Contract shall be first addressed to the Housing Office. Any appeals to decisions therefrom shall be resolved through the Appeals Committee. These procedures shall be followed prior to you initiating any other legal proceedings.
- 22. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- 23. **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 summer term or, if you entered into this Contract after the summer term begins, for that portion of the summer term remaining at the time you enter in this Contract. This Contract may be terminated only under the conditions specified herein.

BY DIGITALLY SIGNING THIS CONTRACT, YOU STATE THAT YOU HAVE READ 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 eighteen (18), a parent or legal guardian must sign this contract along with you.

Even if you are over eighteen (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 eighteen (18) this Contract is binding even if not reviewed/signed by your parent or legal guardian.

The University agrees to provide accommodations under the conditions of this Contract. This Contract is not governed by the Kentucky Landlord-Tenant Act.