

The Ohio State University

# Terms and Conditions

2007–2008

*ATI, Newark, and Mansfield*

University Housing and Campus Dining Services

[housing.osu.edu](http://housing.osu.edu)

# Terms and Conditions

## Undergraduate Housing and Campus Dining Services 2007–2008

The Housing and Campus Dining Services Contract is a legal and binding agreement between you and the university for the entire academic year. Fees are assessed quarterly to make budget planning easier.

Before signing the contract, carefully read this entire brochure and be sure you understand what you are signing. Review your financial resources and your medical, religious, and dietary needs to make your plans for the entire academic year.

Students whose homes are within commuting distance, or students who could live with close relatives, must exercise such options before signing the Housing and Campus Dining Services Contract. Exemption forms are available from Housing Services. In signing the contract, students give up their option to live with parents or close relatives for the full academic year.

*Students whose contract materials are received late in the assignment process may be assigned to temporary rooms and moved to permanent assignments as vacancies are identified.*

Submitted materials that are incomplete in any way will be returned. Housing and Campus Dining Services Contracts submitted with racial or discriminatory comments, or contracts submitted with explicit directions which hinder assignment processing, will be returned. A duplicate contract will be enclosed for resubmittal, and processing of the contract will be delayed until all materials are received in an acceptable and complete manner.

### Nature of Contract

#### 1. Contract Offer

A. The delivery of this contract by The Ohio State University Housing and Campus Dining Services to the student named constitutes an offer of accommodations and services in the university's undergraduate housing facilities under the terms and conditions described herein.

B. This offer is contingent upon its acceptance (by signing the contract) and return by the response date specified, or until there is no space available within the university's housing facilities.

C. Parent/guardian signature is required on the Housing and Campus Dining Services Contract for students who are not 18 years old when the contract is executed.

D. University Housing is not required to offer a contract to non-obligated students.

#### 2. Contract Execution

A. This Housing and Campus Dining Services Contract is duly executed when:

1. The named student and/or parent/guardian signs the contract;
2. The named student submits the signed contract to Housing Services with appropriate fee(s) (Filing Fee and Space Reservation Fee) as described below; and
3. Acceptance of the contract is acknowledged in writing, including e-mail, to the student by Housing Services.

B. Each new student must remit a \$200 space reservation fee when submitting the contract. After serving the purpose of reserving space, the \$200 fee will be applied to the Housing and Campus Dining Services fees for spring quarter of that term of contract. *Renewal students will have the \$200 fee applied to their current quarter university account.*

C. The contract for each new resident requires the payment of a one-time, nonrefundable filing fee of \$50. The filing fee is not applied toward room and/or dining payments. Only if space is not available, and/or the contract is not accepted by Housing and Campus Dining Services when submitted, will the filing fee be returned.

D. The \$50 filing fee and the \$200 space reservation fee cannot be waived or deferred for any student for any reason.

#### 3. Contract Parties

A. This contract is between The Ohio State University, hereinafter referred to as *the university*, on behalf of Housing and Campus Dining Services, and the student, hereinafter referred to as *the resident* (or the student's parent or legal guardian), whose name appears on the contract. This contract is not transferable but may be exchanged in accordance with section 30 of these Terms and Conditions.

#### 4. Eligibility

A. Any single person who has been admitted to, or who has enrolled in the university as a regular, full-time undergraduate student (registered for nine or more credit hours) at a regional campus is eligible to enter into this contract with the university.

B. **For Mansfield students:** A student's ability to live in Ohio State Mansfield housing is contingent upon his/her eligibility to live there. A student who is academically dismissed from Ohio State is no longer eligible to live in Ohio State Mansfield housing even if admitted to NCSC.

#### 5. Contract Duration

A. This contract is effective for the full academic year, autumn through spring quarters, or for such portion of the academic year as may remain at the time this contract is signed. This contract is binding on the university and on the resident (and the resident's parent or legal guardian where applicable) for the entire term of contract and cannot be terminated except under conditions cited in this contract.

B. Students whose homes are within commuting distance, or students who could live with close relatives, must exercise that option prior to signing the contract. In signing this contract, students give up any eligibility to live with parents or close relatives for the full term of contract.

C. Summer quarter contracts do not extend beyond the summer quarter enrollment period.

#### 6. Choice of Law

A. This contract shall be construed in accordance with the laws of the State of Ohio, regardless of the place of execution. Any legal action arising pursuant to this contract shall be brought in a court of competent jurisdiction in the State of Ohio.

#### University Obligations

##### 7. Services Period

A. The university agrees to furnish to the resident a space in a university housing facility, hereinafter referred to as *room*, and to grant the resident the use of the amenities of that facility. When the resident makes a room and dining plan choice on the contract, the university agrees to supply the appropriate number of quarterly meals in a dining facility at times when classes and final exams are being held. These dates are further specified in the services calendar.

B. Housing and Campus Dining Services does not furnish services and accommodations under this contract in non-academic-year halls. Dining service is not provided in the dining facilities during the Thanksgiving vacation period. Rooms and meals are not provided during the recess periods between autumn and winter and between winter and spring quarters.

C. During recess periods and between academic quarters, the BuckID account may be used at other participating university locations after payment is received and the account is activated.

D. The resident, at his or her own risk, may leave or store personal property in the residence hall during the winter and spring recesses, but not during the summer period between spring and autumn quarters.

E. The university furnishes services and accommodations under this contract during recess periods between autumn and winter and between winter and spring quarters for those students assigned to an academic-year residence. The resident agrees that dining service is not provided during these recess periods.

### **8. Nondiscrimination**

A. Discrimination against any individual for reasons of race, color, creed, national origin, religion, sex, sexual orientation, age, disability, or Vietnam-era veteran status is specifically prohibited by the university. Accordingly, equal access to employment opportunities, admissions, educational programs, and all other university activities is extended to all persons, and the university promotes equal opportunity through a positive and continuing affirmative action program.

B. The university agrees to make assignments without discrimination and to avoid changes of original assignments for reasons of race, color, creed, religion, national origin, age, disability, Vietnam-era veteran status, sexual orientation, or gender identity or expression.

### **9. No Attendant Care Services**

A. The university does not provide attendant care services for residents.

### **10. Furnishings**

A. The university agrees to provide each resident with the following room furniture and furnishings: one single bed, one mattress, and clothing storage space. Each room shall be provided with one wastebasket, one desk and chair, and window coverings.

B. Apartments at the regional campuses will be furnished with a stove and refrigerator.

C. Lofts, per fire code, may be installed and must have a 36-inch clearance between the top of the mattress and the ceiling.

### **11. Utilities**

A. The university agrees to provide reasonable amounts of heat, water, electricity, and waste disposal consistent with university policies during the contract services period.

B. The university agrees to provide local telephone and cable service and to include the monthly local service charge in the quarterly housing fees.

C. The university shall not be responsible for the quality, quantity, interruption, or failure in the supply of any utility to an apartment, when that supply is affected as a result of conditions beyond the control of the university.

### **12. Sanitation**

A. The university agrees to provide working plumbing services and to provide for trash removal from common areas as specified by Housing Services.

B. The university agrees to provide cleaning services for hallways and public lounges on a schedule specified and announced by Housing Services.

C. The university agrees to provide card-scannable and coin-operated laundry machines and dryers in each facility.

D. Residents of regional campus apartments agree to accept responsibility for cleaning their individual residences, including the kitchens and bathrooms.

E. Residents of regional campus apartments agree to accept responsibility for disposing of their trash in the dumpsters provided.

### **13. Repairs**

A. The university agrees to make all repairs and perform maintenance in the housing facility and the resident's room through its authorized personnel. Repairs will be made to the room and to university furnishings upon request or in accordance with routine schedules. Charges may be assessed in accordance with Section 23 below.

B. The resident agrees to notify the university promptly of any needed repairs.

### **14. Room Entry and Inspections**

A. The university affirms its respect for each resident's right to privacy in his or her room and agrees to make a reasonable effort to give at least 24-hours notice prior to making inspections for damage and cleanliness.

B. The university regards room entry for purposes of improvements, maintenance, cleaning, recovery of unauthorized university-owned property, and fire and safety inspections as necessary for the health and general welfare of all residents and, therefore, entry is agreed to and authorized by the resident.

C. The university and resident agree that entry and search of rooms by university or law enforcement officials for purposes of discovering violations of university regulations, or local, state, or federal law will be subject to applicable policy.

D. A resident's request for maintenance service will constitute authorization to enter resident's room.

E. Except as indicated in this section, the university agrees that entry without notice will be made only in emergencies to protect or ensure protection of health, safety, or property.

### **15. Fee and Service Changes**

A. The university reserves the right to discontinue facilities and services not expressly agreed to in this contract.

B. The university agrees not to change fees or services rendered by the university as described herein, except upon 30 days prior written notice when the university determines that changing conditions warrant such action.

### **16. Liability**

A. The university acknowledges, and the resident is hereby made aware, that criminal activity, personal injury, and theft occur, and the risk exists for such future occurrences on university premises, specifically within and around Housing and Campus Dining Services facilities. Therefore, the resident agrees to assume responsibility for his or her own personal safety and security, as well as for his or her own personal belongings.

B. The university does not assume responsibility for any resident's, guest's, or other person's loss of money or valuables, or for the loss of or damage to property, or injuries, personal or otherwise, sustained on or about the Housing and Campus Dining Services premises.

C. The university recommends that the resident contact his or her local insurance carrier concerning the availability of protection against such losses.

### **Resident Obligations**

#### **17. Enrolled Status**

A. The resident agrees to become and remain enrolled for nine or more credit hours for each academic quarter within the period of this contract, and to report to Housing Services any failure or inability to register for classes on or before the opening of the residence halls for occupancy each quarter.

B. The university agrees that the resident does not lose eligibility for living on campus when dropping to 10 or fewer credit hours for any one quarter within the term of contract.

C. The resident agrees to vacate the assigned housing space and check out within 48 hours after loss of status as an enrolled student. If the resident fails to vacate within 48 hours, the locks will be changed and the proper authorities notified. All associated costs shall be charged to the resident.

## 18. Fees and Payments

A. The resident agrees to pay Housing and Campus Dining Services fees for residence hall or apartment accommodations and services on or before the first day of classes each quarter.

B. Fees for any room change will be calculated on a prorated basis. Fees for a dining plan change will be calculated as indicated in Section 19A.

C. Students who arrive early will be billed based on their access date. Prorated room charges for students who depart from housing will reflect the last day of access or the date of key return, whichever occurs later.

D. The BuckID account cannot be used to pay fees assessed on the resident's university Statement of Account.

E. The resident agrees that any deviation from the established schedule of payment must be approved by Housing Services in advance of the payment due date.

F. The resident agrees to pay a late payment penalty for any rejected web payments or returned checks, or after any due date according to the university's late payment penalty schedule. The late payment penalty for housing fees is assessed in addition to any penalty assessed for late payment of tuition fees.

G. The resident whose check is returned by the bank for insufficient funds or whose credit card charge is challenged, researched, and found to be valid, agrees to pay a \$30 charge for processing the returned check or credit check.

H. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the housing facility, reassignment of current room, denial of housing services (including BuckID account), cancellation of current student enrollment, and/or denial of subsequent university registration until the amounts due are paid.

I. The resident agrees to pay the activity fee assessed and collected with Housing and Campus Dining Services fees on behalf of housing student government.

J. Any resident enrolled for nine or more credit hours, and failing to check in while this contract is in effect, will continue to have housing fees charged against his or her account.

K. No refunds will be made to students who depart after the eighth Friday of the quarter.

## 19. Dining Plan

A. When the Room and Dining Plan indicated on the contract includes the Regional Plus Plan, the resident agrees that this Room and Dining plan is binding for the entire term of contract (academic year or the remainder thereof) except that:

1. The resident may change the dining plan choice to which he or she is entitled until the published deadline. This change will become effective within 48 hours following the date when the resident's dining plan change request is received by Housing Services. Any refund for the dining plan will be calculated based on the number of the swipes used.

B. The resident agrees to use and maintain the university identification card to access services in the dining facility or other BuckID locations.

C. The resident agrees that dining privileges in the dining facility and the BuckID account are not transferable.

D. The resident agrees that refunds are not made for meals that are missed.

## 20. BuckID Account

A. The resident agrees to report lost or stolen cards to a BuckID office. Notice may be given by phone, in person, or in writing 24 hours per day by contacting either the university ID Card Services office or Housing Services.

B. If a card is lost or stolen, the resident is responsible for no more than \$50 in unauthorized card purchases provided the card is reported as lost or stolen to a BuckID office within two business days after learning of the loss or theft. Once the card is reported as lost or stolen, the BuckID account will be inactivated.

If a resident fails to notify a BuckID office within two business days after learning of the loss or theft of the card, but does notify a BuckID office within 60 days of a statement transmittal that unauthorized card purchases appear on the statement, the resident's liability for the unauthorized purchases shall not exceed \$500.

If the resident fails to report an unauthorized card purchase within 60 days of transmittal of a statement, then the resident's liability for unauthorized purchases may have no dollar limit.

C. The resident agrees that the BuckID account will not be activated until payment is received.

D. Cash withdrawals from the BuckID account are not permitted.

E. Access to BuckID services is based on the cardholder's social security number. Changes in the social security number may invalidate the university ID card and must be reported to a BuckID office.

F. BuckID accounts with no activity over a 12-month period are considered inactive. Inactive accounts with balances of less than \$5 will be closed and the remaining balance forfeited. Inactive accounts with balances over \$5 will be assessed an annual \$10 service charge.

G. The resident agrees that Housing and Campus Dining Services may consolidate meals services and reduce serving counter hours in the dining facility as long as one food service facility is open in each residence area during announced service hours.

H. The university will disclose BuckID account information to third parties regarding an account or transfer only: (1) in order to comply with court orders or other applicable laws; or (2) if the resident gives written permission.

I. The resident will be sent quarterly account statements detailing the BuckID account activity for the preceding quarter.

## 21. No Food Service

A. When the Room Only choice is selected on the contract, the resident agrees that there is no entitlement to contract dining service.

B. The Room Only resident agrees that dining plan service may be arranged at any time by signing a substitute contract or contacting Housing Services and paying the appropriate fees.

C. The resident agrees to observe published rules regarding cooking meals in resident rooms.

## 22. Assignments

A. The resident agrees to provide the university with the information and preferences requested in the Assignment Preferences section of the contract for the purpose of building, hallway or court, apartment, room, and roommate assignment.

B. The university agrees to consider the information and preferences indicated in the Assignment Preferences section of the contract. However, no guarantee of a specific assignment is implied.

C. The university reserves the right to consolidate vacancies.

D. The resident agrees to officially check in at the assigned housing facility each quarter and to accept the space assigned.

E. The resident agrees to observe the hall/room change procedures established by the university and to have prior written approval before making a change of hall and/or room assignment.

F. If a resident does not plan to return to housing at the beginning of a new quarter or has accepted a change of assignment during the quarter break, he or she must remove his or her belongings by 11 a.m. on the first day of the new quarter's check-in. A hold-over fee of \$50 per day will be assessed for belongings not removed by the 11 a.m. deadline.

G. If a vacancy occurs in the assigned room, the remaining resident(s) agrees to keep appropriate space available and clean and to accept other roommates as assigned.

H. The resident agrees that, should he or she fail to occupy the assigned room by noon of the first class day each quarter, the resident's assignment to a particular room or apartment will be forfeited unless he or she has requested the hall director to retain the assignment. In such a forfeiture of assigned space, the resident agrees to accept other available housing accommodations.

I. The resident agrees that occupancy of the assigned space is limited to residents assigned to that room, that the space will be used only as living space, and that the space will not be loaned to or occupied by nonresidents.

### **23. Care of Facilities**

A. The resident agrees to be directly and financially responsible for keeping the assigned room and its furnishings clean and free from damage, to cooperate with roommates in the common protection of property and in maintenance of the living space, and to advise the university of any deteriorated conditions of the room or its furnishings so timely repairs can be made.

B. The resident agrees not to modify or cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by Housing Services. The resident agrees to obtain written permission in advance of any painting or space modifications.

C. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities for which the resident is responsible, or to pay an equal portion of charges assessed to all occupants of a room when those persons responsible fail to assume responsibility for the charges.

D. The resident agrees to use public areas, residential corridors and rooms, and equipment and furnishings in a careful and

proper manner, to contribute to the orderliness and cleanliness of all areas, to cooperate in the common protection of property, and to advise the university of any deteriorated or hazardous conditions so timely repairs can be made.

E. The resident agrees to pay charges when assessed for common area damages or special housekeeping or maintenance services necessary due to misuse or abuse of facilities or equipment for which the resident is responsible, or to pay an equal portion of charges assessed to all residents of a corridor or housing facility when those responsible cannot be identified by the hall staff or the responsible individuals fail to assume the charges.

### **24. Keys and Access Cards**

A. The resident agrees to be responsible for the key/access card to his or her assigned room or apartment, not to have the key/access card duplicated, and not to transfer use of the key/access card.

B. The resident agrees to report loss of the assigned room key/access card and to pay the charges of changing the cores of all locks on doors, drawers, and mailboxes affected by the loss of the key/access card.

C. The resident agrees that charges continue to accrue until the resident officially checks out and returns the key/access card to Housing Services.

### **25. Behavior and Conduct**

A. The resident agrees to become aware of and observe all published rules affecting his or her status with the university. Specifically included are Community Standards of Conduct as published on the Web at [housing.osu.edu](http://housing.osu.edu) under the Regional Campus link, the Code of Student Conduct as published on the Web at [studentaffairs.osu.edu](http://studentaffairs.osu.edu), and posted housing rules established by university officials and/or housing student governing bodies.

B. The resident agrees to conduct him- or herself in such a manner as to allow others the quiet enjoyment of the housing and dining facilities. The resident agrees to abide by the laws of the State of Ohio and avoid causing excessive noise and/or disruptive behavior and understands that he or she may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.

C. The resident agrees that use of the assigned room or any part of housing and dining facilities to advertise, sell, solicit, or conduct a business by residents living in the building or by any other person is prohibited, except as authorized in writing by Housing and Campus Dining Services.

### **26. Reassignment**

A. Rooms are subject to reassignment at any time. The university may alter the resident's assignment for reasons including, but not limited to, Americans with Disability Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability of space, violation of specific living area environment, unresolvable incompatibility of roommates, unpaid Housing and Campus Dining Services fees, or at the request of the resident.

B. The resident understands and agrees that the resident's contract is for a room assignment determined by the university, not for any particular room, and that the university may reassign the student to another room at any time when there is reasonable cause to believe that the resident has violated the Community Standards of Conduct, the Code of Student Conduct, or posted housing rules established by the university officials and/or housing student governing bodies.

1. The resident agrees to move to the designated room immediately upon notification of the reassignment.
2. The resident agrees that the university reserves the right to prohibit a student's ability to enter or visit specific housing premises or public and private areas therein.
3. Reassignment is not a judicial action and is not a termination of the housing contract. The resident understands and agrees, however, that reassignment does not preclude the university from separately and additionally pursuing judicial action, termination of the contract, and/or other available university or other action.

C. The procedures for reassignment are as follows:

1. Recommendation for reassignment will be made by a hall director or the appropriate assistant director of Housing Education or director of Housing Education.
2. A decision to reassign a resident will be based on a review, by a hall director in consultation with the appropriate assistant director of Housing Education and/or the director of Housing Education, of available evidence of violation.
3. If reasonably possible, and depending upon the nature and seriousness of the alleged violation, the hall director or appropriate assistant director of Housing Education will talk with the resident before making a decision on reassignment.

4. A resident who is reassigned in accordance with this provision can request an appeal by contacting the Office of University Housing at (614) 292-3930.

### **27. Breach of Contract**

A. The resident agrees that breach of contract exists when it is determined by the appropriate university official and/or student judicial body that a violation of provisions of this contract or of rules and regulations of the university has occurred.

B. The resident understands that breach of contract may also result in cancellation of current enrollment, in denial of subsequent university registration, and in assessment of liquidated damages in the amount of 71% of the contract base rate for the remaining term of contract.

### **Mutual Provisions**

### **28. Withdrawal from the University and Contract Inactivation**

A. The parties agree that this contract may be **inactivated** under the conditions listed below:

Written documentation and request must be given to and approved by Housing Services before the first day of classes of the quarter for which one of the following conditions exists:

1. Withdrawal from the university after paying fees but before classes begin
2. Nonattendance or nonenrollment at a regional campus
3. Enrollment for 10 or fewer credit hours through the first Friday of classes for that quarter
4. Affiliation with special university programs away from the regional campus area for the entire quarter
5. Academic dismissal
6. Graduation from The Ohio State University
7. Marriage (marriage certificate required)

B. The resident agrees to the terms and conditions until written approval is given to his or her request for contract inactivation.

C. The resident who officially withdraws from the university during the quarter must remove all personal belongings and officially check out at the housing office and return the room key/ access card within 48 hours of the withdrawal from the university. If the resident fails to vacate within 48 hours, the university may take possession of the assigned space, change the locks to that room/suite/apartment, drawer(s), and mailbox(es), and charge all costs associated with such change to the resident.

D. After this contract has been inactivated, if the resident becomes enrolled full-time at the regional campus during the term of contract, the resident agrees to fulfill any balance of the term with the university (unless inactivation is a result of graduation or marriage).

### **29. Contract Buy-Out**

A. Residents may obtain relief from the obligations of the contract upon payment of the formulated costs of 71% of the remaining room and dining plan fees for each quarter within the term of contract.

### **30. Contract Exchange**

A. As approved by the university, this contract or the room portion only may be exchanged by the resident (current contract holder) with another student (prospective resident) as long as neither is required by the University Housing Regulation to reside in university residence halls and upon satisfaction of the following requirements:

1. The current contract holder:
  - a. Must locate an eligible prospective resident who must have neither requested housing information on the university undergraduate admission application, nor made previous contact with Housing Services to request housing information. If a standby request list exists because of limited housing vacancies, the current contract holder must exchange with someone on the standby list.
  - b. Gives up a contract for housing living space, not for space in a particular room, apartment, or housing facility.
2. The eligible prospective resident:
  - a. Must be an *undergraduate* student enrolled full-time (nine or more credit hours) and may not be a current contract holder.
  - b. May not be ineligible to reside in housing for behavior and/or conduct reasons.
  - c. Accepts that a housing assignment will be made in accordance with assignment policy and will not be to the specific space vacated by the current contract holder.
3. This contract may not be exchanged when such exchange would contribute to over-assigned conditions in the halls.

B. The parties agree that the exchange of the contract as a whole will be for the remainder of the term of contract (academic year).

C. The resident agrees to contact Housing Services to formalize the request for contract exchange and to determine eligibility of the prospective exchange.

D. The university identification card is not transferable and may not be sold to another person.

E. The contract exchange will be effective only after the signed contract has been received from the prospective exchange.

F. When a contract exchange is approved in writing by Housing Services, the prospective resident accepts complete responsibility for the terms and conditions. The current contract holder is then completely relieved of any responsibility and/or monetary obligations for the contract.

### **31. Relief from Contract Obligations**

A. Authority for relief from any contract obligations, as outlined in sections 28, 29, 30, and 34, is held solely and exclusively by Housing and Campus Dining Services.

B. Relief from contract obligations is not given after the beginning date of the term of contract other than as outlined in sections 28, 29, 30, and 34. The university assumes that the person signing this contract has reviewed his or her financial resources and medical, religious, dietary, and other needs prior to signing this contract.

C. The resident who moves out of housing during the term of contract without relief from contract obligations and remains enrolled continues to be liable for Housing and Campus Dining Services fees which will accrue against his or her account, whether or not services are taken.

### **32. Contract Termination**

A. The university may terminate this contract prior to the expiration of the term of contract if the university determines that the resident is delinquent in his or her Housing and Campus Dining Services fees or any part thereof, or, after a hearing, that the resident's behavior shows a disregard for the residential community and/or the specific living area environment, that the resident has misrepresented any fact on the housing contract, or has violated any other term of this contract or violated the university's rules and policies set forth in the Code of Student Conduct.

Written notice of such hearing will be placed in the resident's student mailbox or hand-delivered no fewer than seven calendar days prior to the hearing. The notification will include the charge, date, time, and location of the hearing, the designated hearing officer or

panel, a statement of the resident's rights, and information on the hearing procedures.

The notice requirements, hearing procedures, and all other rights concerning this hearing shall conform to the university's procedures for disciplinary proceedings set forth in the Code of Student Conduct. Upon termination, the university may change the locks to the room/suite/apartment, mailbox(es), and drawer(s), and charge all costs associated with such change to the resident.

B. The resident understands that the university may also terminate this contract in accordance with Section 32A above upon discovery that the resident has unpaid fees or charges, current or previous, with Housing and Campus Dining Services, or that the resident was ineligible for a contract offer for cause following a behavior and conduct hearing.

C. The resident understands that a temporary denial of access to the residence halls pursuant to an interim suspension does not constitute a termination of the housing agreement.

### 33. Space Reservation Fee

A. Submission by the student of the Housing and Campus Dining Services contract and the \$200 space reservation fee serves as a request for space in a housing facility.

B. In response to the request to reserve space, Housing Services will attempt to acknowledge in writing that appropriate materials have been received and that space is being reserved.

C. If the resident, through appropriate procedure (see Section 34), releases the reserved space by written notice to Housing Services (received and/or postmarked by dates indicated), the space reservation fee is refundable as follows, provided the resident has complied with the terms and conditions of the contract:

- \$100 refund (50% of the space reservation fee) when written notice of space release is received or postmarked through July 1 (when the term of contract begins with autumn quarter); received or postmarked through December 15 (when the term of contract begins with winter quarter); received or postmarked through March 15 (when the term of contract begins with spring quarter).
- Forfeiture (no refund) of the space reservation fee if the notice of space release is postmarked and/or received July 1 or later (when the contract begins with autumn quarter); December 16 or later (when the contract begins with winter quarter), March 16 or later (when the contract begins with spring quarter). (See Section 34 for contract cancellation deadlines.)

- Forfeiture (no refund) of the space reservation fee if departure from housing results from academic dismissal, withdrawal, or nonenrollment during the term of contract.

D. If space is not available, and/or the contract is not accepted by Housing Services, the space reservation fee will be refunded in full.

E. After serving the purpose of reserving space for the beginning quarter of the term of contract, the space reservation fee will be applied to the Housing and Campus Dining Services fees for the spring quarter, and fees for that quarter will be reduced by \$200.

### 34. Contract Cancellation

A. Residents not required by the University Housing Regulation to live in university housing may cancel this contract by the following dates:

1. When the term of contract begins with autumn quarter, the cancellation deadline date is July 1.
2. When the term of contract begins with winter quarter, the cancellation deadline date is December 15.
3. When the term of contract begins with spring quarter, the cancellation deadline date is March 15.
4. When the term of contract begins with summer quarter, the cancellation deadline date is June 15.

B. Written notice of cancellation must be made to Housing Services. Notification by other means or to other university offices will not be accepted, and will not constitute cancellation.

C. The resident agrees to the terms and conditions of the contract until written approval is given to his or her request for contract cancellation.

D. If cancellation request is not made and received prior to the cancellation deadline date, the resident is obligated to this contract.

### 35. Refunds

A. All paid Housing and Campus Dining Services fees for any quarter during the term of contract will be refunded (except the \$200 space reservation fee and used portion of the BuckID account) upon the student's not attending the university (regional campus) and not occupying the assigned housing space.

B. In the event the resident occupies the assigned space, the amount of the refund of paid Housing and Campus Dining Services fees will be calculated according to the

following schedule after the resident removes all belongings, surrenders the room key/access card, and officially checks out of the assigned housing facility.

#### 1. Refunds: Room and Dining Plan

- a. In the event the resident withdraws or is dismissed from the university prior to the beginning of quarterly dining service, the university agrees to refund the prepaid fees of the Housing and Campus Dining Services Contract. Proof of withdrawal or dismissal is required.
- b. In the event the resident withdraws after the quarter has begun, prepaid room fees will be prorated on a daily basis through the eighth Friday of the quarter. Dining plan fees will be refunded as indicated in Section 19A.
- c. No refunds will be made after the eighth Friday of the quarter.
- d. No refunds will be made to any resident receiving academic credit for the quarter, nor for absences from the housing facility or dining commons.
- e. Termination of this contract as the result of disciplinary action will result in forfeiture of Housing and Campus Dining Services fees.

#### 2. Refunds: BuckID Account

- a. In the event that the resident withdraws or is dismissed from the university, the university agrees to refund the unspent amount in the BuckID account. Proof of withdrawal or dismissal is required.
- b. Refund requests must be submitted in writing to a BuckID office.
- c. Refund requests are accepted only during the last two weeks of spring quarter or when the resident graduates, withdraws, or leaves the university.
- d. Refunds are processed when
  1. The account balance is \$5 or more, and
  2. A written request is submitted (see b above).
- e. A \$5 check processing fee will be deducted from your BuckID refund.

*Housing and Campus Dining Services reserves the right to alter or change any information or any programs contained in this publication.*

# University Housing Regulation for ATI

## Occupancy Requirement

The University Housing Regulation and Housing Services occupancy requirement requires that all unmarried undergraduate students who are regularly admitted and in full-time attendance must live in university housing while enrolled at The Ohio State University, ATI campus, unless

1. The student is excluded from obligation to observe the University Housing Regulation, or
2. The student is qualified for a special residence or other exemption, or
3. The student is excused from compliance with the Housing Regulation, or
4. Space in university housing is no longer available.

## Exclusions from Obligations

Exclusions from obligation to the Housing Regulation are provided for students who, before the first day of the quarter in which they are entering or re-enrolling in the university, have

1. Earned sophomore class ranking on the basis of 45 or more credit hours completed and recorded, or
2. Attended The Ohio State University, or any other post secondary education institution, for at least three quarters or their equivalent, or
3. Completed their study at the secondary school level one year or more prior to enrollment at The Ohio State University and by reason of having previously established an independent lifestyle would not materially benefit from university housing living.

## Exemption from the Regulation

Requests for exemption from the Housing Regulation must be submitted on the forms provided by Housing Services and may be approved for one of the following reasons:

1. Actual local residence is with parents or close relatives or legal guardian. The student is required to register with Housing Services and qualifies for exemption when the actual local residence is with parent, legal guardian, grandparent, adult aunt or uncle, or adult brother or sister (provided that the regulation does not apply to both parties concerned) and the residence is within the Wooster area (defined as within a 25-mile radius of the ATI campus). This exemption must be approved before the first day of enrollment.

## Request for Excuse from Compliance

Requests to be excused from compliance with the Housing Regulation will be considered by Housing Services. Requests for the reasons listed below must be submitted in writing to Housing Services at least 30 days prior to the initial quarter of enrollment.

1. Medical necessity certified by a physician and Student Health Services, subject to the approval of Housing Services, which shall establish standards of general application for the determination of medical necessity.
2. Financial hardship, supported by Parent's Confidential Statement (PCS) or the Free Application for Federal Student Aid (FAFSA), evaluated by the Office of Admissions and Student Financial Aid, and subject to the approval of Housing Services, which shall establish standards of general application for determination of financial necessity. If a PCS or FAFSA is not on file, allow six to eight weeks for the evaluation process to be completed.

3. Special hardship, documenting severe and compelling circumstances that exist prior to the initial quarter of enrollment. Approval or denial of the request by Housing Services will be based upon substantiation of the circumstances.

## Compliance with Regulation

Compliance with the Housing Regulation is a condition of initial registration and continuing enrollment at The Ohio State University.

1. All regularly admitted students scheduled for nine or more hours of credit for a quarter or summer term are subject to the regulation.
2. Freshmen eligible for exemptions to live off campus must register their requests with Housing Services prior to the beginning of classes.
3. Once a contract is signed, the Terms and Conditions supersede the Housing Regulation.
4. Proof of compliance with the University Housing Regulation is the responsibility of the student. Failure of a student to comply with this regulation may be cause for denial or cancellation of registration. Failure to comply may also result in assessment of Housing and Campus Dining Services fees for the quarter in question.
5. Housing Services is established as the authorized agent for administration of the Housing Regulation for the university.
6. All approvals for waiver of compliance with the University Housing Regulation will be in writing.





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