

# HOUSING AND RESIDENCE EDUCATION

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## 2023-24 ADDENDUM FOR UNDERGRADUATES

### 1. Contract Duration

- A. This contract is effective for two (2) full academic years, autumn through spring semesters, or for such portion of the academic year(s) as may remain at the time this contract is signed for students who matriculate at The Ohio State University, Columbus the same year they graduated from high school. A one (1) academic year commitment is made by all other undergraduate students.
- B. 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 the contract and cannot be terminated except under conditions cited in this contract.
- C. Students seeking an exemption under the University Housing Regulation contained herein must exercise that option prior to signing this contract. In signing the contract, students give up any eligibility to live with their parents or close relatives for the full term of the contract. At the end of contract year one, residents will be provided with the opportunity to seek an exemption under the University Housing Regulation for an alternative housing arrangement.
- D. Students are required to move out of the residence halls no later than 24 hours after their last final. Students extending their stay beyond this period are subject to an additional daily prorated charge for their room and may be subject to consolidation.
- E. Graduating students are permitted to remain in the residence halls until commencement, but must move out no later than 6:00 PM on the date of commencement.
- F. Summer session contracts do not extend beyond the summer session enrollment period.

### 2. Services Period

- A. When the resident makes a room and dining plan choice on the contract, the university agrees to supply the appropriate number of meals each semester 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 Residence Education and Dining Services do not furnish services and accommodations under this contract in non-academic year halls during break periods such as Fall Break, Spring Break, Thanksgiving break, etc.
- C. During recess periods and between academic semesters, Dining Dollars or a student's BuckID account may be used at other participating university locations.
- D. The resident, at their own risk, may leave or store personal property in the residence hall during the winter recess, but not during the summer period between spring and autumn semesters.
- E. The university furnishes services and accommodations under this contract during recess periods between autumn and spring semesters for those students assigned to an academic year residence hall. The resident agrees that dining service is not provided during these recess periods.

**3. 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.

**4. Sanitation**

- A. The university agrees to provide cleaning services for hallways, residential baths, and public lounges on a schedule specified and announced by Housing and Residence Education. All in-room bathroom facilities will be cleaned during winter recess upon request. Residents agree to notify the university promptly if these services are not performed as scheduled.
- B. Residents living in Lincoln Tower, Morrill Tower, North or South campus or in Mendoza House, Gateway apartments and the Worthington/Neil Buildings agree to accept responsibility for cleaning their kitchens and/or in-room/in-suite bathrooms.

**5. Enrolled Status**

- A. The resident agrees to enroll and remain enrolled for twelve or more credit hours for each academic semester within the period of this contract and to report to Housing and Residence Education any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.
- B. The university agrees that the resident does not lose eligibility for living in the residence halls when dropping to eleven or fewer credit hours for any one semester within the term of contract.
- C. The resident agrees to vacate the assigned residence hall space and check out at the hall office within 48 hours after the loss of status as an enrolled student or the failure to pay fees for the semester. 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.

**6. Dining Plan**

- A. All residents in University Housing (except residents of the ASH or German Houses, Gateway, Neil Building, Mendoza House, Pennsylvania Place and Worthington Building) are required to select one of the on-campus dining plans and the resident agrees that this Room and Dining plan is binding for the entire term of the contract (academic year(s) or the remainder thereof) except that:
  - i. The resident may change the dining plan choice to which they are entitled until the published deadline for the term. This change will become effective within 48 hours following the date when the resident's dining plan change request is received by University Housing.
  - ii. Any refund or additional charge for the dining plan will be based on the new plan selected and the actual usage of the old plan.
- B. The resident agrees to use and maintain the university identification card to access services in the dining facilities or other BuckID locations.
- C. The resident agrees that access privileges in the dining facilities are limited to the student whose name appears on the BuckID card.
- D. The resident agrees that refunds are not made for meals that are unused.
- E. The resident agrees that Housing and Residence Education and Dining Services may, at its sole discretion, consolidate dining services and reduce serving hours in the dining facilities.
- F. Dining plans may be terminated with written consent of the Director of Dining Services only if the student has a medical condition certified by a physician that cannot be accommodated in dining facilities.

**7. Dining Dollars**

- A. Dining Dollars will carry over each semester while the student is enrolled and/or until graduation.
- B. Dining Dollars can only be added to an account if a student has an active meal plan.
- C. Dining Dollars may be used in any dining services' facility or programs/services offered by Dining Services.
- D. A 35% discount off the selling price will be applied to any purchases made at on-campus retail locations and 10% discount at convenience stores operated by Dining Services.
- E. Dining Dollars cannot be used to purchase more BuckID dollars.
- F. Cash withdrawals from Dining Dollar accounts are not permitted.
- G. Dining Dollar accounts with no activity over a 6-month period are considered inactive and will be forfeited. Any remaining Dining Dollars balance upon graduation and/or separation will also be forfeited.
- H. The resident may access their Dining Dollars transaction history online at [buckid.osu.edu](http://buckid.osu.edu).

**8. BuckID Account**

- A. The resident agrees to report lost or stolen cards promptly to a BuckID office. Notice may be given by phone at (614) 292-0400, in person at the BuckID office in the Ohio Union, or on-line at [buckid.osu.edu](http://buckid.osu.edu).
- B. If a card is lost or stolen, the resident is responsible for no more than \$50 in unauthorized card purchases if the card is reported as lost or stolen to BuckID within two business days after learning of the loss or theft. Once the card is reported lost or stolen, the BuckID will be inactivated.
- C. 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 BuckID within 60 days that unauthorized card purchases appear on the statement, the resident's liability for the unauthorized purchases shall not exceed \$500 of BuckID monies used. The resident remains responsible for all dining dollars spent.
- D. If the resident fails to report an unauthorized card purchase within 60 days, the resident's liability for unauthorized purchases may have no dollar limit.
- E. Cash withdrawals from the BuckID account are not permitted.
- F. BuckID dollars cannot be used to purchase Dining Dollars.
- G. BuckID accounts with no activity over a 12-month period are considered inactive. Inactive accounts with balances of less than \$15 will be closed and the remaining balance forfeited. Inactive accounts with balances over \$15 may be assessed an annual \$15 service charge.

**9. Fees and Payments**

- A. The resident acknowledges that during the term of this contract, rates for University Housing and Dining Services are subject to change annually at the start of a new academic year at the sole discretion of the university. Notice of changes in fees or services will be provided to the resident in writing.
- B. The resident agrees to pay University Housing and Dining Services fees for residence hall accommodations and services on the due date as established by the Bursar's Office.
- C. Fees for any residence hall room change will be calculated on a prorated basis.
- D. Fees for a dining plan change will be assessed in accordance with Section 6(A).
- E. Students who arrive early will be billed based on their access date. Prorated room charges for students who depart from the residence halls will reflect the last day of access or the date of key return, whichever occurs later.

- F. The BuckID account cannot be used to pay fees assessed on the resident's university Statement of Account.
- G. The resident agrees that any deviation from the established schedule of payment must be approved by Housing and Residence Education in advance of payment due dates.
- H. 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 residence halls fees is assessed in addition to any penalty assessed for late payment of tuition fees.
- I. 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.
- J. 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 residence halls, reassignment of current room, denial of residence halls services (including BuckID account), cancellation of current student enrollment, and/or denial of subsequent university registration until the amounts due are paid.
- K. The resident agrees to pay the activity fee assessed by residence hall student governments and collected with the Housing and Residence Education and Dining Services fees on behalf of residence hall and area student government.
- L. Any resident enrolled for twelve or more credit hours, and failing to check in while this contract is in effect, will continue to have housing fees charged against their account.
- M. No refunds will be made to students who depart after the date published in the services calendar.

#### **10. 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 hall, 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 resident agrees to officially check in at the assigned residence hall each semester or sessions and to accept the space assigned.
- D. 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.
- E. If a resident does not plan to return to university housing at the beginning of a new semester or has accepted a change of assignment during the semester break, they must remove their belongings no later than by 12:00PM on the last day before the new semester's check-in. A hold-over fee of \$50 per day will be assessed for belongings not removed by the 11:00 AM deadline.
- F. 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. The resident understands that failure to make room for a new resident may result in the assessment of additional room fees and/or further action as deemed appropriate by Housing and Residence Education staff.
- G. The resident agrees that, should they fail to occupy the assigned room by 12:00 PM of Semester Check-In date each semester, the resident's assignment to a particular room or suite will be forfeited unless they have requested the hall director to retain the assignment. In such a

forfeiture of assigned space, the resident agrees to accept other available housing accommodations.

- H. The resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by nonresidents.
- I. The resident agrees that upon acceptance to a special program, they will participate in the program requirements or move to another residence hall space upon request of the university.
- J. The resident agrees that changes of assignment can only occur if fees for the semester have been paid in full or are current in accordance with the University's Tuition Option Payment Plan (TOPP). Students with extenuating circumstances may contact Housing and Residence Education staff for assistance.
- K. The resident acknowledges and agrees that if moved to another room due to a change in assignment, resident will be required to pay the differential in cost to the university in the case of a room with a higher rate or, in the case of a room with a lower rate, shall receive a refund in the amount of the differential from the university.

**11. Withdrawal from the University and Contract Inactivation**

- A. The parties agree that the contract may be inactivated under the conditions listed in Section 11(B).
- B. Written documentation must be given to Housing and Residence Education before the first day of classes of the semester or session for which one of the following conditions exists:
  - i. Withdrawal from the university after paying fees but before classes begin;
  - ii. Non-attendance or non-enrollment;
  - iii. Enrollment for eleven or fewer credit hours through the first Friday of the semester;
  - iv. Affiliation with special university programs away from the campus area for the entire semester;
  - v. Academic dismissal;
  - vi. Graduation from The Ohio State University; or,
  - vii. Marriage.
- C. The resident agrees to the terms and conditions and its addendum until written approval is given to their request for contract inactivation.
- D. A resident who officially withdraws from the university during the semester or session must remove all personal belongings and officially check out at their hall office and return the room key/key card within 48 hours of 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, drawer(s), and mailbox(es), and charge all costs associated with such change to the resident.
- E. After this contract has been inactivated, if the resident becomes enrolled full-time at their respective campus, the resident agrees to fulfill any balance of the term with the university (unless inactivation is a result of graduation or marriage).

**12. Payment for Early Contract Termination**

Residents may obtain relief from the obligations of the contract upon payment of the Rate 3 housing fees (Columbus) or the lowest current room rate (regional campuses) for each semester within the remaining term(s) of the contract.

### **13. Contract Exchange**

- A. As approved by the university, this contract may be exchanged by the resident (current contract holder) with another student (prospective resident) as long as neither is required by University Housing Regulation to reside in university residence halls and upon satisfaction of the following requirements:
  - i. 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 University Housing to request housing information. If a standby request list exists because of limited residence hall vacancies, the current contract holder must exchange with someone on the standby list.
    - b. Gives up a contract for residence hall living space, not for space in a particular room or residence hall.
  - ii. The eligible prospective resident:
    - a. Must be an undergraduate enrolled full time (twelve 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.
  - iii. 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(s)).
- C. The resident agrees to contact Housing and Residence Education to formalize the request for contract exchange and to determine eligibility of the prospective resident.
- D. The university identification card is not transferrable 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 resident.
- F. When a contract exchange is approved in writing by Housing and Residence Education, 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.

### **14. Relief from Contract Obligations**

- A. Authority for relief from any contract obligations, as outlined in Sections 11, 12, 13, and 14, is held solely and exclusively by Housing and Residence Education and 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 11, 12, 13 and 14.
- C. The resident who moves out of university residences during the term of the contract without relief pursuant to Sections 11, 12, 13, or 14 and remains enrolled as a student continues to be liable for payment of Housing and Residence Education and Dining Services fees. These fees will accrue against the student's account, whether or not the student uses the services.

#### **15. Space Reservation Fee**

- A. After serving the purpose of reserving space for the beginning semester of the term of contract, the space reservation fee will be applied to the Housing and Residence Education fees during the spring semester of the final term of the contract. A credit for the \$300 space reservation fee will be applied to the resident's University account once the deadline for contract changes has passed for that semester.
- B. In response to the request to reserve space, Housing and Residence Education 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 outlined in this Section, releases the reserved space by written notice to Housing and Residence Education (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:
  - i. \$150 refund (50% of the space reservation fee) when written notice of space release is received or postmarked through June 1<sup>st</sup> (when the term of the contract begins with autumn semester); December 15<sup>th</sup> (when the term of the contract begins with spring semester).
  - ii. Forfeiture (no refund) of the space reservation fee if the notice of space release is postmarked and/or received June 2<sup>nd</sup> or later (when the contract begins with autumn semester); December 16<sup>th</sup> (when the contract begins with spring semester). (See section 14 for contract cancellation deadlines.)
  - iii. Forfeiture (no refund) of the space reservation fee if departure from housing results from academic dismissal, withdrawal, or non-enrollment during the term of contract.
- D. If space is not available, and/or the contract is not accepted by Housing and Residence Education, the space reservation fee will be refunded in full.
- E. After serving the purpose of reserving space for the beginning semester of the term of contract, the space reservation fee will be applied to the University statement of account for the final spring semester of the contract term.
- F. Residents that terminate their housing contract prior to the final spring semester of the contract term or who are approved for a special residence arrangement pursuant to the University Housing Regulation prior to the final spring semester of the contract term forfeit their space reservation fee.

#### **16. Contract Cancellation**

- A. Residents not required by the University Housing Regulation to live in university residence halls may cancel this contract by the following dates:
  - i. When the term of contract begins with autumn semester, the cancellation deadline is June 1.
  - ii. When the term of contract begins with spring semester, the cancellation deadline is December 15.
- B. Written notice of cancellation must be made to Housing and Residence Education. Notification by other means or to other university offices will not be accepted and will not constitute cancellation.
- C. The resident agrees to abide by the terms and conditions of the contract until Housing and Residence Education provides written approval for the request for contract cancellation.
- D. If cancellation request is not made and received prior to the cancellation deadline date, the resident remains obligated to the terms of this contract.

## 17. Refunds

- A. All paid Housing and Residence Education and Dining Services fees during the term of contract will be refunded (except the \$300 space reservation fee and used portion of the BuckID account) upon the student's non-attendance at the university (Columbus, ATI, Newark, or Mansfield campus) and not occupying the assigned residence hall space.
- B. In the event the resident occupies the assigned space, the amount of the refund of paid Housing and Residence Education and Dining Services fees will be calculated according to the following schedule after the resident removes all belongings, surrenders the room key/key card, and officially checks out of the assigned residence hall.
  - i. Refund: Room and Dining Plan
    - a. In the event the resident withdraws or is dismissed from the university prior to the beginning of the semester or dining service session, the university agrees to refund the prepaid fees of the Housing and Residence Education and Dining Services contract. Proof of withdrawal or dismissal is required.
    - b. In the event the resident withdraws after the semester or session has begun, prepaid room and dining fees will be prorated on a daily basis.
    - c. No refunds will be made after the tenth Friday of the semester.
    - d. No refunds will be made to any resident receiving academic credit for the semester or for absences from the housing or dining commons.
    - e. Termination of this contract as the result of disciplinary action will result in forfeiture of Housing and Residence Education and Dining Services fees.
  - ii. 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 the BuckID office.
    - c. Refunds are processed when:
      - 1. The account balance is \$10 or more, and
      - 2. A written refund request is submitted (see b above).
    - d. A \$15 check processing fee will be deducted from your BuckID refund for all refund requests.

## UNIVERSITY HOUSING REGULATION

### University Housing Regulation Requirements

The University Housing Regulation requires that all unmarried undergraduate students regularly admitted and in full-time attendance must live in university residence halls while enrolled at The Ohio State University, Columbus or ATI campus, unless:

1. The student lives within twenty-five miles of the Columbus or ATI campus, as described under Special Residence Arrangements, or
2. The student qualifies for a Special Residence Arrangements or is excused from compliance based upon Special Considerations, as defined within this policy, or



3. The student has attended The Ohio State University or any other post-secondary educational institution for at least four semesters post-high school graduation or its equivalent, or
4. The student graduated or has otherwise completed their study at the secondary school level two years 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 residence hall living; or
5. Space in the residence halls is no longer available.

#### Special Residence Arrangements

Requests for Special Residence Arrangements must be submitted to Housing and Residence Education on the appropriate forms and may be approved for one of the following reasons:

1. **The student lives within twenty-five miles of the campus.** The student's actual local residence with their parents, legal guardian, or a close relative is within a 25-mile radius of the Columbus or ATI-campus. A close relative is a grandparent, adult aunt or uncle, or adult brother or sister provided that the regulation does not apply to both parties concerned. Housing and Residence Education must approve this request prior to the first day of enrollment for the term.
2. **The student's actual local residence is in a social fraternity or sorority chapter house maintained exclusively for its members and the house has met the Greek Housing Standard and the Greek Housing Implementation Report.** Request forms must be submitted to Housing and Residence Education and approved by June 1<sup>st</sup> for a student's actual local residence to be a social fraternity or sorority chapter.
3. **The student's actual local residence is a scholarship or academic residential living unit not part of the residence hall system, but has been recognized by Housing and Residence Education.** Written documentation for permission to reside in these special units must be submitted to and approved by Housing and Residence Education prior to the first day of enrollment for the term.

#### Special Considerations

Requests for exemptions from compliance with the University Housing Regulation and any supporting documentation for the following Special Considerations will be reviewed by Housing and Residence Education. Requests and documentation must be submitted in writing to Housing and Residence Education at least 30 days prior to the initial term of enrollment.

1. Medical necessity as certified by a physician and the Office of Student Life Student Health Services, subject to the approval of Housing and Residence Education, which shall establish standards of general application for determining medical necessity.
2. Financial hardship, supported by Parents' Confidential Statement (PCS) or the Free Application for Federal Student Aid (FAFSA), evaluated by the Office of Enrollment Services and Student Financial Aid, and subject to the approval of Housing and Residence Education, which shall establish standards of general application for determining financial necessity. If a PCS or FAFSA is not on file, please allow six to eight weeks for the evaluation process to be completed.
3. Special circumstances that create a hardship requiring an exemption from the University Housing Regulation, supported by documentation that identifies the severe and compelling circumstances existing prior to the initial term of enrollment. Approval or denial of the request by Housing and Residence Education will be based upon substantiation of the circumstances.

### Other Terms

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

1. Once a student signs a housing contract, the Terms and Conditions shall apply regardless of any provision in the Housing Regulation.
2. 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 Residence Education fees for the term in question.
3. Housing and Residence Education is authorized agent for administration of the University Housing Regulation for the university.
4. Housing and Residence Education will make all approvals for waiver of compliance with the University Housing Regulation in writing.
5. Housing and Residence Education reserves the right to alter or change any information or any programs contained herein



THE OHIO STATE UNIVERSITY

OFFICE of STUDENT LIFE  
HOUSING AND RESIDENCE EDUCATION