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 (!) 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.

2. Services Period
   A. When the resident makes a 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 does not furnish services and accommodations under this contract in non-academic year halls during break periods such as Winter Break or Spring Break.
   C. The resident, at their own risk, may leave or store personal property in the residence hall during the academic year, autumn through spring semester.
   D. 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. Residents agree to notify the university promptly if these services are not performed as scheduled.
   B. Residents agree to accept personal responsibility for cleaning their kitchens and/or in-room/in-suite bathrooms.
   C. Residents agree to accept responsibility for disposing of their trash and recycling in the approved location designated in each residence hall.

5. Dining Plan
   A. All residents in university housing (except residents of the ASH or German Houses, Gateway, Neil Building, Mendoza House, Worthing Building, and Wooster) are required to select one of the on-campus dining plans and the resident agrees that this 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 Dining Services.
      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 Dining Services may, at its sole discretion, consolidate dining services and reduce serving hours in the dining facilities.
F. Dining Services does not furnish services under this contract during break periods such as Fall Break, Thanksgiving, Spring Break, etc.
   i. During recess periods and between academic sessions, Dining Dollars or a student’s BuckID account may be used at other participating university locations.
G. 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.

6. Dining Dollar
   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. Dining Dollars are non-refundable and 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.

7. 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 online at 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 the BuckID within two business days after learning of the loss or theft. Once the card is reposted 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 cards, 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. The BuckID account cannot be used to pay fees assessed on the resident’s university statement of account.
   H. 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 and annual $15 service charge.
   I. Refunds: BuckID Account
      i. 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.
      ii. Refund requests must be submitted in writing to the BuckID office.
      iii. Refunds are processed when:
          a. The account balance is $10 or more, and
          b. A written refund request is submitted (see ii. above).
      iv. A $5 processing fee will be deducted from the refund amount.
      v. All BuckID refunds will post to the university statement of account. If there is a balance owed to the university, the refund will be applied to that balance before being refunded to the resident.

8. Fee and Payments
   A. The resident acknowledges that during the term of this contract, rates for housing and dining 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 housing and dining fees for residence hall accommodations and service on the due date as established by the Bursar’s Office.

C. 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.

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. Students who fail to check in or out properly will be assessed an improper check in/out fee.

F. 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.

G. 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.

H. 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.

I. 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 amount due are paid.

J. The resident agrees to pay the program fee assessed by residence hall student governments and collected with the housing and dining fees on behalf of residence hall and are student government.

K. 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.

L. No refunds will be made to students who depart after the date published in the services calendar.

9. Assignments

A. The university agrees to consider the information and preferences indicated in the contract. However, no guarantee of a specific assignment, room occupancy, area of campus, building or roommate is implied.

B. The resident agrees to officially check in at the assigned residence hall each semester or sessions and to accept the space assigned.

C. 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.

D. 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 12:00 PM 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 12:00 PM deadline.

E. 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.

F. 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.

G. 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 a living space, and that the space will not be loaned to or occupied by nonresidents.

H. 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.

I. 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.

10. Payment for Early Contract Release
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.

11. 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 and eligible prospective resident who must have neither requested housing information on the university undergraduate admission application, nor made previous contact with Housing and Residence Education 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 a space in 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.

12. 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 university statement of account for the final spring semester of the contract term. A credit for the $300 space reservation fee will be applied to the resident’s university account once the refund deadline 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 the 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 compiled 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 May 15 (when the term of the contract begins with autumn semester); December 15 (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 May 16 or later (when contract begins with autumn semester); December 16 (when contract begins with spring semester).
   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 the 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. 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.

13. 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 May 15.
      ii. When the term of the 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.

14. Refunds
   A. All paid housing and dining fees during the term of contract will be refunded (except the $300 space reservation fee and used portion of the dining plan) 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 dining 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 Resident 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 fees will be refunded on a prorated daily basis and dining fees will be prorated based on usage.
         c. No refunds of housing or dining fees will be made after the tenth Friday of the semester.
         d. No refunds of housing or dining fees 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.