

# HOUSING AND RESIDENCE EDUCATION

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## 2023-24 TERMS & CONDITIONS

The Housing Contract is a legal and binding agreement between you and The Ohio State University. *In signing this contract, you are making a commitment for, and agreeing to pay for, services in one of the University Housing residence halls, apartments, or properties.*

### 1. Before Signing this Contract:

- A. Carefully read the entire Terms and Conditions and Contract Addendum (together, the “Housing Contract”) to understand what you are signing.
- B. Review your financial resources to make sure you have the appropriate funding.
- C. No release from the contract obligation will be given after the Housing Contract is signed and the applicable Housing Contract cancellation deadline has passed, except as provided in this Housing Contract.

### 2. Completing the Housing Contract

- A. Residents may complete the Housing Contract electronically or via paper copy.
- B. If completing the Housing Contract electronically:
  - i. Examine and verify the name, address, and information listed during the online contract process.
  - ii. Electronically sign and date the Housing Contract.
  - iii. Submit the Housing Contract to Housing and Residence Education along with the appropriate space reservation fee or security deposit (and \$50 filing fee if you are a first-time resident).
  - iv. Save a copy of the Housing Contract for your records.
- C. If completing the Housing Contract via paper copy:
  - i. Examine and verify the pre-printed name, address, and OSU Identification information on the Housing Contract. Make the necessary corrections and write in the correct information. Mark the correct space for sex (M or F) and resident status (new or returning).
  - ii. Sign and date the Housing Contract.
  - iii. Return the original, signed office copy of the Housing Contract to Housing and Residence Education along with the appropriate space reservation fee or security deposit (and \$50 filing fee if you are a first-time resident) to the Housing and Residence Education Office, 950 Lincoln Tower, 1800 Cannon Drive, Columbus, OH 43210.
  - iv. Keep a copy of the Housing Contract for your records.
- D. Parent/guardian signature is required on the Housing Contract for residents who are under 18 years old on the date the Housing Contract is executed.

### 3. Contract Parties

- A. This Housing Contract is by and between The Ohio State University (“the university”) on behalf of Housing and Residence Education and Dining Services, and the resident (“the resident”), or the resident’s parent or legal guardian where applicable, whose name appears on the contract.
- B. This contract is not transferable, but may be exchanged, where permissible and in accordance with the applicable Contract Addendum.

### 4. Nature of Contract

- A. Housing Contract Offer
  - i. The delivery of this Housing Contract by the university’s Housing and Residence Education to the resident named constitutes an offer of accommodations and services in University Housing.
  - ii. This offer is contingent upon availability of space within University Housing and under the terms and conditions described herein.
  - iii. Housing and Residence Education is not required to offer a contract to non-obligated residents.
- B. Contract Acceptance
  - i. This Housing Contract is duly executed when:
    - a. The named resident and/or the resident’s parent/guardian signs the Housing Contract; and,
    - b. The signed Housing Contract is submitted to Housing and Residence Education with appropriate fee(s) (filing fee and space reservation fee or security deposit) by the “Offer Expiration” deadline specified in the Housing Contract (or such later date as spaces of the type of housing applied for remain available); and

- c. Acceptance of the Housing Contract is acknowledged in writing, including e-mail, to the resident or faculty by Housing and Residence Education.
  - ii. All applicants must meet the eligibility requirements outlined in Section 6 of this Housing Contract for their designated housing preference. The university reserves the right to deny housing based upon inability to meet the eligibility requirements.
- C. Housing Contract Space Reservation Fees
  - i. Upon submitting a signed Housing Contract, each resident must remit:
    - 1. For all undergraduate residence halls, a \$300 Space Reservation Fee when submitting the contract.
      - a. After serving the purpose of reserving space, the \$300 space reservation fee will be applied to the Housing and Residence Education fees in the final semester for that term of contract.
    - 2. For all Gateway, Graduate, Non-Traditional Housing, a security deposit equal to one month's rent.
      - a. After serving the purpose of reserving space, the security deposit will be applied to the last month's rent.
  - ii. Renewal residents who meet the terms of the Housing Contract will have the \$300 fee applied to their spring semester university account during the final term of the contract.
  - iii. A first-time resident is required to pay a one-time, non-refundable filing fee of \$50. The filing fee is not applied toward room and/or rent payments. The filing fee will be returned only if space is not available and/or the contract is not accepted by Housing and Residence Education upon submission.
  - iv. The \$50 filing fee and the space reservation fee or security deposit is mandatory and cannot be waived or deferred for any resident for any reason.
- 5. **Contract Cancellation**
  - A. Once signed, a Housing Contract may be cancelled by the resident if written notice is received by the Housing and Residence Education Office by no later than the following date(s):
    - i. For a contract commencing autumn semester-June 1.
    - ii. For a contract commencing in the spring semester-December 15.
    - iii. For a contract commencing in the summer session-May 31.
- 6. **Eligibility for Housing**
  - A. Eligibility requirements for undergraduate residents:
    - i. Any person who has been admitted to, or who has enrolled in the university as a full-time undergraduate student (registered for twelve or more credit hours) on the Columbus, ATI, Mansfield, or Newark campus is eligible to enter into this Housing Contract with the university for their respective campus, except as otherwise notified at the time of admission or as otherwise provided herein.
  - B. Eligibility requirements for Gateway, Graduate, Professional, Nontraditional Housing:
    - i. Any person seeking to live in Gateway, graduate, professional or nontraditional housing must be enrolled as a full-time student (at least nine credit hours per semester for graduate residents and twelve credit hours for undergraduates) in a degree program at the university and must be compliant with university vaccination requirements throughout the term of the Housing Contract.
    - ii. A resident may not enroll for one semester out of the three major academic periods and remain in their apartment unless they plan to enroll the following semester. The resident shall inform the Housing and Residence Education Office no later than 45 days prior to the first day of classes of the semester of non-enrollment.
    - iii. Single graduate, professional, and nontraditional students are eligible for a one-bedroom apartment, except as otherwise provided herein.
  - C. Eligibility Requirements for Veteran's House Housing:
    - i. Any person seeking to live in the Veteran's House must be enrolled as a full-time student (at least twelve credit hours) in a degree program at the university throughout the term of the Housing Contract.
    - ii. Residency in the Veteran's House is limited to one academic year (autumn to spring semesters), except as described in iii.
    - iii. Students who move in for spring semester will be offered the option to remain an additional academic year.
  - D. Subject only to the foregoing, a resident who loses eligibility during the term of the contract must notify the Housing and Residence Education Office, complete the check-out procedures applicable to the relevant building or complex, and vacate the assigned premises within 48 hours of the loss.
  - E. Any person who is required to register as a sex offender pursuant to any federal, state, or local law is not eligible to reside in University Housing.
- 7. **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.
  - B. If any provision of this Housing Contract between the university and the resident is determined to be invalid or unenforceable, the remainder of the Housing Contract shall not be affected and shall remain in full force and effect.
- 8. **Term of Contract**

- A. The beginning and ending dates of the contract shall be as specified on the contract. The 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. If space is available, the resident may be permitted, in the sole discretion of the Housing and Residence Education Office, to arrive or depart earlier or later than the specified dates. Gateway, graduate, non-traditional rent will be prorated accordingly. Residence hall early arrival or late fees are processed separately.
- C. The resident may not sublet the room or apartment for which this contract is signed.
- D. Summer session contracts do not extend beyond the summer session enrollment period.

**9. Services Period**

- A. The university agrees to furnish to the resident a space in the residence halls or a housing facility, hereinafter referred to as room, and to grant the resident the use of the facilities in that residence hall or housing facility.
- B. The Service Dates are published separately in the Contract Services Calendar.

**10. No Attendant Care Services**

The university does not provide attendant care services for residents.

**11. Utilities**

Utilities are provided as specified in the resident's Contract Addendum.

**12. Sanitation**

- A. The university agrees to provide working plumbing services and for trash removal from areas as specified by Housing and Residence Education.
- B. The university agrees to provide card-scannable and coin-operated laundry machines and dryers in each hall or operational group of halls. Washers and dryers are included in Gateway apartments.
- C. Residents of Archer House, Neil, Worthington, Scholars East, Scholars West, Fechko House, Hanley House, German House, Pomerene House, Lawrence Tower, Norton House; Park-Stradley Hall; Siebert Hall, Smith-Steeb Hall; Mendoza House and Residence on 10<sup>th</sup> agree to accept responsibility for disposing of their trash and recycling in the dumpster provided.
- D. Residents of Blackburn House, Bowen House, Busch House, Drackett Tower, Houston House, Nosker House, Raney House, Scott House, Taylor Tower and Torres House agree to accept responsibility for disposing of their trash in the first-floor trash room.

**13. Repairs**

- A. The university agrees to make all necessary repairs and perform maintenance in the residence hall and the resident's room through its authorized personnel.
- B. Repairs will be made to the room and to university furnishings upon request or in accordance with routine schedules. Charges may be assessed to the resident in accordance with Section 17B below.

**14. Keys/Key Cards**

- A. The resident agrees to be responsible for the key/key card to their assigned room. The resident further agrees not to have or allow the key to be duplicated and not to transfer use of the key/key card.
- B. The resident agrees to report loss of the assigned room key/key card and to pay the charges for changing the cores of all locks on doors, drawers, and mailboxes affected by the loss.
- C. In buildings with card access, the resident agrees to pay any charges for re-encoding or replacing lost key cards.

**15. 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 for the modification of the assigned room or other parts of the building.
- 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 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 necessary special housekeeping or maintenance services due to misuse or abuse of facilities or equipment for which the resident is responsible. The resident agrees to pay an equal portion of charges assessed to all residents of a corridor or residence hall when those responsible cannot be identified by the hall staff or the responsible individual(s) fails to assume the charges.

**16. Room Entry and Inspections**

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

- B. The university regards room entry for purpose of improvements, maintenance, cleaning, and recovery of unauthorized university-owned property, and fire and safety inspections as necessary for the health and general welfare of all residents and resident agrees to and authorizes entry for these purposes.
- C. A resident's request for maintenance service will constitute authorization to enter the resident's room.
- D. Except as otherwise 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.

**17. 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 45 days prior written notice when the university determines that changing conditions warrant such action.

**18. Liability and Risk Assumption**

- 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 Residence Education facilities. Therefore, the resident agrees to assume responsibility for their own personal safety and security, as well as for their own personal belongings.
- B. The university does not assume responsibility for any resident's, guest, or other person's losses or injuries, including, but not limited to the loss of money or valuables, the loss of or damage to property, the cost of replacement for such losses, or injuries, personal or otherwise, sustained on or about the Housing and Residence Education and Dining Services premises. The university recommends that the resident contact his or her local insurance carrier concerning the availability of protections against such losses and injuries.
- C. The resident acknowledges that because of the current public health crisis, the resident may be assuming additional risks to their health and safety by residing in University Housing and using the Dining Services. Resident agrees that they are knowingly, voluntarily, and expressly assuming this risk and responsibility for any damages, liabilities, loss, or expenses related to COVID-19 that they may incur as a result of continuing to reside in University Housing. Resident further acknowledges that during this time, the University may have limited staff availability and/or reduce or eliminate certain services in its sole discretion for health and safety reasons, including but not limited to, reduction in dining service offerings and elimination of residence hall programming.

**19. Assignment of Premises; Use of Common Areas**

- A. The premises contracted by the resident will be those assigned by the Housing and Residence Education Office. Housing and Residence Education staff will reasonably attempt to accommodate, but cannot guarantee, the resident's expressed preferences for a specific area, building or complex or, if applicable, roommate or room type.
- B. 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 non-residents.
- C. The resident will also have the nonexclusive, revocable right to make normal use of the common areas of the building or complex in which the assigned premises are located.

**20. Behavior and Conduct**

- A. The resident agrees to review and observe all published rules affecting their status with the university, specifically including the Code of Student Conduct as published at <https://trustees.osu.edu/bylaws-and-rules/code>, the Residential Living Handbook published at <https://housing.osu.edu/living-on-campus/fees-contracts-policies/residential-handbook-code-of-student-conduct/>, posted housing rules established by university officials and/or housing resident governing bodies, and the COVID-19-related directives of the university and/or local, state, and federal authorities, including but not limited to, directives regarding gatherings, masks, vaccination, and personal hygiene.
- B. The resident agrees to conduct themselves in such a manner as to allow others the quiet enjoyment of the residence halls and housing and dining facilities. The resident agrees to abide by the laws of the State of Ohio and to avoid causing excessive noise and/or disruptive behavior and understands that they 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 to membership in the respective resident governing bodies of university housing including all rights, privileges and responsibilities of such membership.

**21. Reassignment**

- A. Rooms or apartments are subject to reassignment at any time. The university may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area expectations, unresolvable incompatibility of roommates, unpaid University Housing and Dining Services' fees, facility maintenance, 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 resident to another room at any time when there is reasonable cause to believe that the resident has violated the Residential Living Handbook, the Code of Student Conduct, university policy or rule, or posted housing rules established by university officials and/or housing student governing bodies.
  - i. The resident agrees to move to the designated room immediately upon notification of the reassignment.

- ii. The resident agrees that the university reserves the right to prohibit a resident's ability to enter or visit specific residence hall premises or public and private areas therein.
- iii. 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:
  - i. Recommendation for reassignment will be made by a hall director, the appropriate assistant director of Housing and Residence Education, or the director of Housing and Residence Education.
  - ii. 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 and Residence Education, and/or the director of Housing and Residence Education, of available evidence of violation.
  - iii. If reasonably possible, and depending upon the nature and seriousness of the alleged violation, the hall director or appropriate assistant director of Housing and Residence Education will talk with the resident before making a decision on reassignment.
  - iv. A resident who is reassigned in accordance with this provision may appeal the original reassignment decision to Housing and Residence Education.
    - 1. Appeals must be submitted in writing to [housing@osu.edu](mailto:housing@osu.edu) within twenty-four (24) hours of the issuance of a reassignment notice. The appeal must state why the resident believes the reassignment should not occur.
    - 2. A resident is limited to one appeal. The decision of Housing and Residence Education is final.
    - 3. Housing and Residence Education reserves the right to temporarily reassign the resident to a new room during the appeal period.

## **22. 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, denial of subsequent university registration, forfeiture of the Space Reservation Fee or Security Deposit, liability for rent payments until the contract is assigned to a new resident and/or assessment of 71% of the contract base rate for the remaining term of the undergraduate contract.

## **23. Resident Responsibilities**

- A. The Resident shall:
  - i. Use the premises only for normal residential purposes and not allow any person to occupy the premises other than persons assigned to the premises by the university;
  - ii. Comply with the check-in and check-out procedures of Housing and Residence Education;
  - iii. Keep the premises safe, clean and sanitary;
  - iv. Use and operate all electrical and plumbing fixtures and appliances appropriately;
  - v. Refrain and forbid other persons in the premises with the resident's permission, from intentionally or negligently destroying, defacing, damaging, removing, or modifying any fixture, furnishing, appliance, or other part of the premises; and,
  - vi. Conduct themselves, and require other persons in the premises with the resident's permission to conduct themselves, in a manner that will not disturb other residents of the peaceful enjoyment of their own premises.

## **24. Relief from Contract Obligations**

- A. Authority for relief from any contract obligations, as outlined in the Contract Addendum, is held solely and exclusively by Housing and Residence Education.
- B. Relief from contract obligations is not given after the beginning date of the term of contract other than as outlined in the Contract Addendum. The university assumes that the person signing this contract has reviewed their financial resources and medical, religious, dietary, and other needs prior to signing this contract.
- C. The resident who moves out of university housing during the term of contract without relief from contract obligations and remains enrolled will continue to be liable for Housing and Residence Education fees that accrue against their account, whether or not the resident uses the services.

## **25. Termination of Contract**

- A. Housing and Residence Education may initiate a hearing to terminate the resident's contract before the end of its term and require the resident to vacate the premises immediately if the university determines that the resident has:
  - i. Failed to make rent or other payments when due,
  - ii. Failed to maintain eligibility for the applicable housing,
  - iii. Violated any other term or condition of the contract, or
  - iv. Violated the university's Residential Living Handbook, the Community Standards of Conduct, University Code of Student Conduct or any other applicable university rule or policy.
- B. Written notice the contract termination will be placed in the resident's mailbox, hand-delivered, or sent to the resident's official university email address at least ten (10) calendar days prior to the hearing. The notice will state the charge, the date, time, and location of the hearing, and the hearing officer designated to hear the case. The resident shall have a right to be heard, and the hearing procedures shall be consistent with those provided for in Section 3335-23-10 of the university's Code of Student Conduct. If

the hearing officer determines to terminate the resident's contract, the resident shall have the right to appeal the decision to the director of Student Conduct or designee. Any such appeal must be submitted in writing and must be received by the director of Student Conduct or designee within five (5) business days of the hearing officer's decision. The decision of the director of Student Conduct or designee shall be final.

- C. Notwithstanding the foregoing, the Office of Student Life Student Conduct may also terminate a resident's contract before the end of its terms and require the resident to vacate the premises immediately if the resident is found in violation of the university's Code of Student Conduct following a hearing conducted pursuant to the Code of Student Conduct.
- D. In the event of such a termination, the resident shall remain liable for rent and any other applicable payments through the date of termination and for any damages or losses resulting from the resident's breach of these terms and conditions.
- E. The resident understands that a temporary denial of access to the residence halls or apartment pursuant to an interim suspension does not constitute a termination of the Housing Contract.
- F. Unless the resident makes other arrangements in writing with the Housing and Residence Education Office prior to vacating their room or apartment, any personal property remaining in the premises after the contract has been terminated by either party, the resident has turned in the keys to the premises, or the contract term has expired shall be presumed to be abandoned. The university may, without liability, dispose of it as the university sees fit. The university reserves the right to assess the resident for the cost of removal of abandoned property.

**26. Acts of God**

If either party is prevented from, or delayed in, completing performance of any or all of its obligations under the Housing Contract (other than payment of rent and fees) by an act of God or any other occurrence beyond the party's control, including but not limited to any further conditions arising out of the ongoing COVID-19 pandemic, the party will be excused from performance for as long as it is reasonably necessary to complete performance.

**27. Waiver**

No waiver of any default in the performance of the Housing Contract between the university and the resident shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of the contract shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

**28. Severability**

If any provision of the contract between the university and the resident is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in effect.

**29. Entire Agreement**

These terms and conditions, together with the Housing Contract and acceptance forms, contain the entire contract between the university and the resident and supersede any and all prior agreements or representations between the parties pertaining to the same subject matter. The university may, in its discretion, increase the rent or otherwise alter the terms and conditions of the contract effective upon the commencement of any renewal term.

**Valuing Diversity**

The Ohio State University is committed to building and maintaining a diverse community to reflect human diversity and to improve opportunities for all. The university is committed to equal opportunity, affirmative action, and eliminating discrimination. This commitment is both a moral imperative consistent with an intellectual community that celebrates individual differences and diversity, as well as a matter of law. Ohio State does not discriminate on the basis of age, ancestry, color, disability, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, race, religion, sex, sexual orientation, protected veteran status, or any other bases under the law, in its activities, programs, admission, and employment.

For further information, contact the Office of Human Resources at 1590 North High Street, Suite 300, Columbus, OH 43201, or call (614) 292-1050.

