

TERMS AND CONDITIONS OF KCKCC 2023-2024 STUDENT HOUSING CONTRACT

The following Terms and Conditions are included as a part of the Housing Contract (Contract) between Kansas City Kansas Community College, herein referred to as the “College”, and the residents of College student housing.

1. DEFINITIONS: In this Contract, the following definitions apply:

Academic Year means the Fall and Spring academic semesters.

Residence Hall means any of the following: Centennial Hall, or any additional student housing opened by the College during the Term of the Housing Contract.

Student means the individual, admitted and enrolled at Kansas City Kansas Community College, who will be occupying Student Housing and is entering into the terms of the Contract.

College (KCKCC) means the Board of Trustees of College and its authorized officers and employees.

2. TERM: Unless terminated earlier pursuant to the Contract, the Contract is for entire Academic Year for Student Housing (as defined herein), or the remaining portion of the Academic Year based on the date of the Student’s initial occupancy (“Contract Term”). Student may move into the assigned room beginning August 11, 2023, for the Fall semester, and January 12, 2024, for the Spring semester. Student must physically vacate the assigned room by 10 AM on December 12, 2023, for the Fall semester, and May 14, 2024, for the spring semester. If Student is participating in graduation ceremonies, they may stay until 10 AM on May 17, 2024. Students with official KCKCC activities prior to August 11 or unique circumstances, may move into their room upon an approved request and enrolling as full-time student for the Fall 2023 semester. For each day Student withholds possession of room outside of these terms, Student shall pay to College the daily rate for that room.

3. ELIGIBILITY: College admission and enrollment do not guarantee occupancy for on-campus Student Housing. A student must be at least seventeen (17) years of age at the time of commencement of Residence Hall occupancy and full-time students are given priority for housing. Exceptions to the minimum age requirement will be processed through Student Housing for review by the Director of Student Housing and requiring Dean of Student Services approval. If a potential resident is 17 years of age or younger, a parent / guardian must also sign the application. No persons on the sexual offender registry or felons convicted of a violent crime shall be eligible for living in student housing.

The Contract may be terminated by the College at any time before or during the Contract Term: i) based on Student behavior while a resident of Student Housing; ii) if Student poses a safety risk to other residents; iii) if the Student has a detrimental effect on the community environment, or a prior history of detrimental effect as a Student Housing resident; iv) Student is no longer enrolled during the term of the contract; vi) violations to College policies, procedures, and/or Student Code of Conduct, and is described in Section 14, or vii) failure to make payments for student housing if approved for a payment plan.

4. COLLEGE BREAK PERIODS: Student Housing will close during Thanksgiving, Winter, and Spring Breaks according to the College’s academic calendar. Students with extenuating circumstances or participating in official KCKCC activities may request to reside in Student Housing during the break according to Student Housing procedures. Students approved to stay during break periods will be charged the daily rate for that room; this fee can be waived with prior approval if the student is participating in official

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KCKCC activities. College reserves the right to modify the College break periods identified in this Section 4 following reasonable notice to Student Housing residents.

5. SECURITY DEPOSIT: A security deposit of One-Hundred Dollars (\$100.00) is required upon execution of the Contract. The deposit will be returned upon completion of the Contract, if all outstanding obligations owed College are paid, there are no damages to the premises or furnishings provided to Student, and the proper check-out procedures are followed. Student agrees that the deposit is not a trust fund and may be commingled with Kansas City Kansas Community College's funds, and that College is not required to pay interest thereon. Student agrees to arrange with a representative of College for a reasonable time for inspection of the premises at or near termination of the Contract, to determine the amount of security deposit to be withheld, if any, because of damage to the premises or furnishings. Student understands and agrees that "damage" includes missing furnishings or any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of damages. Student agrees that the deposit may be applied toward any default in payment of amounts required by the Contract or breach of the Contract by Student, and Student will additionally remain responsible for payment of all damage to premises and furnishings.

6. APPLICATION FEE: An application fee of One-Hundred Dollars (\$100.00) is required upon execution of the contract. This fee is utilized in part to pay for community and operating expenditures, utilities, staffing, capital expenditures, major remodeling and improvements, and debt service on Student Housing facilities. This application fee is non-refundable unless Student Housing is not able to offer any Residence Hall space.

7. COSTS AND PAYMENTS: The College, by formal action of the Board of Trustees, shall set the housing fees, and shall thereafter notify Student of the fees for the accommodations assigned (accommodations may vary in size, layout, and amenities). Amounts required by the Contract will be reflected on Student's college account. Payments are to be sent to the College Business Office at 7250 State Ave., Kansas City, KS 66112, or be paid online through the student portal and are due by the dates published by the Business office. Payments received after the due date are subject to penalties as defined by the Business office. Housing fees are subject to change by formal action of the Board of Trustees and will be posted on the Student Housing webpage. If Student shall fail to make payment according to the schedule set forth herein, College may withhold grade reports, transcripts, diplomas, certificates, and all other records or information requested by Student or third parties, as well as prevent Student from registering for future semesters. If Student has already enrolled for a future semester, the enrollment may be subject to cancellation until the Student Account is paid. Failure to pay may result in Student being reported to a collections agency and credit service. Lack of payment will constitute a violation of this Contract and may be grounds for the College terminating the Contract.

8. STUDENT HOUSING ASSIGNMENTS: Student understands the Contract is for any Kansas City Kansas Community student housing accommodations and not a specific Residence Hall room. The College has the right to alter room assignments at any time. Student understands that the Student may be required to move to another Student Housing room or apartment, or that a new roommate may be assigned due to student housing vacancies. In case of vacancy, Student will occupy only one bedspace/bedroom of the assigned apartment; and if Student occupies more than one bedspace/bedroom or the entire premises, Student agrees to pay for the number of bedspaces/bedrooms the Student occupies. Student agrees to accept any and all roommates assigned to the Residence Hall room.

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9. STUDENT BEHAVIOR IN STUDENT HOUSING: Student agrees to abide by the laws of the State of Kansas; the ordinances of Wyandotte County and city of Kansas City, Kansas; and the policies of College including, but not limited to, College Student Handbook and Code of Conduct. Additionally, the Student is responsible for the policies and procedures set forth in the Student Housing Handbook and complying with the directives of Student Housing staff. Such policies and procedures are subject to change by College at the discretion of Kansas City Kansas Community College. Failure of Student to comply with and observe any such rules, regulations, policies, codes, or procedures could jeopardize Student's eligibility for student housing, terminate the Contract, or subject Student to Student Conduct charges and consequences. Kansas City Kansas Community College's policies affecting student behavior and/or Student Housing are subject to changes and additions at the discretion of Kansas City Kansas Community College. All changes to College policy relating to the Contract and/or a student's residency in Student Housing is effective and binding on the student as of the effective date of the policy change.

10. MAINTENANCE: Student agrees that the Student is liable for full payment for any loss or damage to Student Housing room, including, but not limited to, furnishings, public use areas, or any other materials provided to the Student by Kansas City Kansas Community College. Student may also be charged a prorated portion of damages to College Housing public areas where responsible parties cannot be identified. Student may not remove College property from Student Housing internal or external spaces including, but not limited to, rooms, lounges, hallways, courtyards, amphitheater, or public areas. Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in Student Housing, personal vehicle, or at any College property. College does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. Students are encouraged to obtain personal rental insurance for their personal property.

All students are encouraged to keep their rooms locked and their valuables secured at all times. Student is responsible for their activities and visitors' activities taking place in Residence Hall. Student shall take reasonable care of the Student's premises and the conveniences, equipment and fixtures therein. The Student shall keep the room in good order and sanitary condition and shall return the same at the expiration or other termination of the Contract in as good condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions of Student excepted. Student shall use, operate and maintain the furniture, fixtures, and equipment furnished by College in accordance with the directions of the manufacturer and such additional instructions provided to the Student.

11. RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN: As College may deem reasonable, appropriate, or necessary, College employees, or designated agents, shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to (1) maintain the building; (2) make such repairs, alterations and improvements to the premises and building; and (3) take all actions necessary (including moving and/or disposing of Student's personal effects) to prepare the premises and building for a new roommate or for occupancy by others. Any such actions undertaken by College shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good condition as before the work. College shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident there to have any effect upon the Contract or upon the obligations of Student there under. If entry to the premises shall be necessary on account of any emergency permissible under the terms of the Contract and Student shall not be present to open the premises, College employees may enter by use of a master key or may

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forcibly enter, and College shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract. College officials, including but not limited to, Student Housing staff and KCKCC Police, may enter a room to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with College policies and applicable laws.

12. LIMITATION OF LIABILITY: Consideration being provided in permitting Student to enter into the Contract, Student hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue College for any and all claims for liability on account of death or injury to person or property of Student of any kind or nature whatsoever arising out of or in any way connected with Student's use, occupation, or other activity resulting from Student entering into the Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of the College, or any third person, whether foreseen or unforeseen, known or unknown. This waiver includes any claim for injury or damage caused by weather, accumulation of snow or ice, breakage, stoppage, failure of College provided technology services, releases of utilities, fixtures or equipment. This specifically includes use by Student of all recreation equipment. The College shall not be responsible for any failure to provide housing in the event conditions exist not wholly within its control including, but not limited to, fire, strikes, lock-outs, riots, weather, or other Acts of God (Force Majeure). In such event College shall not be obligated to refund any amount already paid pursuant to the Contract.

13. DESTRUCTION OF PREMISES: If the assigned room is destroyed by casualty so that it may not be repaired within thirty (30) days, College reserves the right to cancel the Contract by notice to Student. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, College may either cancel the Contract by providing notice, or at its sole discretion, may elect to provide prorated credit to Student for charges incurred by Student pursuant to the Contract. If the College cancels the Contract pursuant to this paragraph, Student will receive a prorated refund on amounts prepaid by Student. In no event will the College's liability for uninhabitability or destruction of premises exceed the amount set forth in this paragraph.

14. TERMINATION OF HOUSING CONTRACT: The College reserves the right to revoke the privilege of housing and permanently or temporarily terminate the contract for Student's failure to comply with the terms of this Contract, to remain a student in good standing, for violation of the Code of Conduct or provisions of the Student Housing Handbook, or for safety concerns. If the student is notified of a violation that has not been remedied through the appropriate administrative process, the student shall vacate the premises within three (3) calendar days of the notice. For situations involving safety concerns, the College reserves the right to issue a no trespass order in its sole discretion and require the student to immediately vacate the premises.

If Student shall vacate or abandon the premises, if the Student fails to make payments for housing according to their payment plan arranged with the Business Office or for any breach of any covenant or agreement herein contained, the College shall have the right to enter and take possession of the premises, and Student agrees to comply without process of law. If personal belongings remain, the College shall remove the items and store them onsite for up to thirty (30) days. Upon thirty (30) days, the student has abandoned the property and has no further right to the belongings and the College has the right to dispose of these items.

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If the Contract at the option of the College is terminated, the obligation of Student to pay amounts required by the Contract shall remain in full force and effect and Student shall be liable for any loss or damage to the College by reason of Student's failure to comply with the terms hereof. The Contract and all rights of the parties thereunder shall be governed by the laws of the State of Kansas. All amounts due under the Contract, including any damages for its breach, shall be paid to the College. Any legal action to enforce the obligations contained within the Contract will be brought in Wyandotte County, Kansas.

15. STUDENT TERMINATION OF CONTRACT: Student may request the termination of the contract according to qualifying event based on the Student Housing procedures. If a termination is granted, the room fee is prorated based on check-out date and the following schedule for the Fall semester:

- Before Friday, August 11: 100%
- On or before Friday, August 18: 90%
- On or before Friday, August 25: 80%
- On or before Friday, September 1: 65%
- On or before Friday, September 8: 50%
- On or before Friday, September 15: 35%
- On or before Friday, September 22: 20%
- After Friday, September 22: 0%

If a student terminates their Housing Agreement after July 1, the deposit is forfeited.

If a termination is granted, the room fee is prorated based on check-out date and the following schedule for the Spring semester:

- Before Friday, January 12: 100%
- On or before Friday, January 19: 90%
- On or before Friday, January 26: 80%
- On or before Friday, February 2: 65%
- On or before Friday, February 9: 50%
- On or before Friday, February 16: 35%
- On or before Friday, February 23: 20%
- After Friday, February 23: 0%

If a student terminates their Housing Agreement after December 1 for a spring only contract, the deposit is forfeited.

Qualifying events to allow cancellation of student housing contract include:

- Graduation (from a program and/or degree)
- Academic Dismissal initiated by KCKCC
- Enrollment in a KCKCC-sponsored program, internship, or project which requires living away from campus
- Compulsory Military Duty
- Unusual and compelling circumstances, including financial and/or medical hardship, which justifies individual consideration

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16. ASSIGNMENT: Student shall not assign or transfer their Contract or any interest thereunder or sublet their contract.

17. VACCINATION AND BACKGROUND CHECK REQUIREMENT: Students living in Student Housing at KCKCC are required to submit documentation of vaccinations for Measles, Mumps, & Rubella (MMR), Tetanus, Meningitis, and COVID-19, and complete a Tuberculosis questionnaire (with additional Tuberculosis testing requirements possible).

Students that live in college housing are required to complete a criminal background check prior to housing assignment. Students assume all personal and financial responsibility if necessary to satisfy this requirement.

18. COLLEGE NON-DISCRIMINATION POLICY STATEMENT: The College is committed to promoting and sustaining a campus community which identifies and values the individuality of every community member and is dedicated to maintaining a positive environment where diversity and inclusion is encouraged and fostered throughout the College. KCKCC prohibits discrimination against any member of the College community on the basis of race, color, religion, national origin, age, disability, sex/gender (to include orientation, identity, or expression), military/veteran status or any other characteristic protected by law and/or KCKCC policies. KCKCC will conduct its programs, services, and activities consistent with applicable federal, state, and local laws.