

# **University of Northern Iowa Housing & Dining Contract Terms and Conditions and Addendum for Patrons of Housing & Dining Academic Year, Spring Only, and Summer 2023-2024**

## **I. Eligibility**

- A. Housing and dining is available to admitted students and Patrons of Housing & Dining who are at least 16 years of age by August 1, 2023 and who are in good academic, financial, and disciplinary standing with the university. In accordance with university policy 4.09, housing is available to faculty and staff members and visiting scholars/researchers working at the university within their first year of employment/work at the university, and for no more than one calendar year from the date of occupancy. Any individual changing their status during the term of this contract, e.g., changing from a student to a university employee, must provide written notice of the change in status to University Housing & Dining (UHD).
- B. Housing and dining may be refused to any individual based on their current or past conduct, or if the individual may pose a safety or security risk to person or property. Registered sex offenders and persons who should be registered as such are not eligible to reside in university housing. Final decisions regarding eligibility lie with UHD.
- C. UHD reserves the right to refuse to assign housing to an applicant, refund any prepayment, and make all final decisions as to assignment for room and meals.
- D. Family Members of Eligible Contract Holders
  - 1. Contract holders must provide UHD with a list of all family members (noted in sections I.D.2 and 3 directly below) who may reside with the contract holder for the duration of their occupancy.
  - 2. Contract holders with minor child(ren) must provide UHD a valid copy of a birth certificate, proof of adoption, certification of guardianship or custody agreement establishing parentage, guardianship or custody for minor child(ren) residing in university housing with the eligible contract holder no later than check-in.
  - 3. Contract holders with a married partner must provide UHD a valid copy of their marriage certificate no later than check-in. Contract holders with a domestic partner must complete a declaration of domestic partnership form (available from UHD) no later than check-in.
- E. Loss of Eligibility
  - 1. If registration as a student is canceled or otherwise terminated, employment with the University of Northern Iowa is terminated or ended, or if participation in the Optional or Curricular Practical Training program is canceled or terminated, there is a loss of eligibility and the contract will be terminated.
  - 2. Loss of eligibility due to circumstances within a contract holder's control including but not limited to: choosing to not register for classes, failure to attend classes resulting in administrative withdrawal, or conduct violations will result in a contract buyout fee. Refer to Section IV.B for details.
  - 3. The contract holder agrees to vacate within ten (10) calendar days of the loss of eligibility regardless of circumstances.

## **II. Payment**

- A. New student applicants must pay the university admissions acceptance fee for the specific term for which they are accepted. A portion of the acceptance fee is applied to the housing and dining contract when housing is elected. Cancellation of the housing and dining contract must be made by completing the Intent to Cancel form. Cancellation of admission must be received in writing to the Admissions Office or through the online cancellation form. For detailed information refer to the Admissions website.
- B. Space in campus housing is reserved when both the signed contract and applicable fees are received from the applicant and admission to and enrollment in the university has been approved. Rooms will not be held past the first day of classes unless notification of late arrival is received from the student.
- C. A pre-payment is not required from returning students living in campus housing when completing a contract for the subsequent year. This contract becomes legally binding immediately upon agreeing to the terms and conditions.
- D. Rates for housing and dining for the specified term are posted on the Housing & Dining website. Billing is

based upon the term rate for the type of housing and dining option(s) selected, and billed as such at the beginning of each term. Non-students pay a higher rate than students (per Policy 4.09).

- E. The Board of Regents, State of Iowa, determines the rate for housing and meal plans at the University of Northern Iowa, and reserves the right to change rates upon giving 30-day notice. If the rates are increased during the term of the contract, the contract holder has the option of accepting the new rates or terminating the contract with no buyout when the new rates become effective.
- F. Full payment of housing and meal plan charges are required per the university [U-bill Terms and Conditions](#). Failure to pay all charges by the due date may result in the inability to charge to a university account or contract to live on campus.
- G. Section IV details cancellation buyout charges, refunds and credits associated with the contract.

### **III. Conditions of the Contract**

- A. The contract includes housing and meal service for the entire academic year (fall semester and spring semester), and housing during the summer term if selected, or the term that the student is enrolled. There is not a "fall only" contract option. Contracts that begin spring semester include only the spring semester. The contract begins the Wednesday prior to the first day of fall semester classes for newly admitted freshmen and transfer students, and the Friday prior to the first day of fall semester classes for all other students. Room and meal plan charges will be adjusted on a prorated basis when a student contracts later than the 10th day of classes.
- B. Housing
  - 1. Rooms and apartments may be occupied by residents throughout the time period of their contract, providing they are enrolled students and contracted occupants of University Housing. Residents who are not registered for the next grading period, or are not otherwise eligible to continue residency, must vacate their rooms by 7:00 p.m. on the Saturday following the last day of final exams. Graduating students must vacate their rooms by 9:00 a.m. on the Sunday following the last day of final exams. Failure to check out by the required date will result in a late departure charge.
  - 2. Summer housing does not require a student to be registered for summer term classes, however a student's relationship and continuing relationship with the university and UHD dictates the extent of eligibility for summer housing.
    - a. Students who graduate are eligible for summer housing through Friday of the week containing May 31.
    - b. Students enrolled in fall classes, but without a fall UHD contract are eligible for summer housing through the last Friday in July.
    - c. Students enrolled in summer courses but not enrolled for fall courses are eligible through the end of summer term, but may require relocation to accommodate fall contracts.
    - d. Students enrolled in fall classes with a fall contract are eligible for continuous housing.
    - e. Summer housing is calculated on a weekly basis with the full charge being posted at the beginning of occupancy. For billing purposes, weeks begin on Saturdays and end on Fridays. Occupants must be moved out by 4:30 p.m. on Friday to avoid being billed for the following week.
  - 3. Students who cancel their contracts but remain enrolled at the university will pay a contract buyout fee. Refer to Section IV.B for details.
  - 4. Students obtaining approval and arriving prior to the start date of the contract will pay a daily early arrival fee.
  - 5. UHD reserves the right to reassign rooms for students who are without roommates. In all cases, final determination of room assignments rests with UHD.
  - 6. Room and apartment space cannot be sublet nor can a contract be terminated, sold, or assigned to another person. The contract is with the named party only.
  - 7. The university, in order to maintain its regulations and property, reserves the right to have its authorized personnel enter and inspect residence rooms and apartments as it deems necessary.
  - 8. Personal items left behind will be stored for 30 days with email notification sent to the occupant. After 30 days, items will be removed and/or disposed of by the university without liability for doing so. Cost associated with removal of personal items will be billed to the vacating resident.
  - 9. Residents will be charged for university property missing from a resident's room and for property

damages beyond normal wear, including but not limited to removing stains, odors, fleas, etc., caused by the resident, guests, family members and/or animals of the resident. Residents will be charged for any expenses incurred by the university to repair or replace key cards, keys, locks or other related items.

10. The university is not responsible for loss or damage of goods or personal property. Private insurance is encouraged for the resident's protection, as no exceptions will be made.
11. Each resident agrees to abide by all current policies which have been established by University of Northern Iowa and UHD. Copies of all said policies are available on the [UNI website](#) or upon request. Changes in policies occurring during the academic year will be made known via university email. Violation of any of the policies referenced herein, or any other conduct requiring removal of a student from a campus residence for the best interests of the other residents, shall be grounds for termination of the contract by the university and a contract buyout fee will be assessed. Refer to Section IV.B for details.
12. Individuals who pose a danger to themselves and/or other residents may be subject to contract termination by the university and a contract buyout fee being assessed. Refer to Section IV.B for details.

### C. Dining

1. Rates
  - a. The rate and meal plan features (meal swipes, dining dollars, guest passes) provided are determined by the plan selected. Meal plan details can be found on the [Housing & Dining website](#).
2. Dates
  - a. Meal plans begin the Wednesday prior to the first day of fall classes for first-year and transfer students participating in Panther Welcome and the Friday prior to the first day of fall classes for all other students.
  - b. Dining centers are closed for holidays and breaks designated by the university. Hours are posted on the [Housing & Dining website](#) and at all dining and retail locations.
3. Meal Plan Options
  - a. Residents of UNI's traditional and suite-style dorms are required to have a residential (All Access or Block 220) meal plan for the duration of the contract term.
  - b. Residents of UNI's apartment-style halls (with university-supplied kitchens in the unit) and students living off campus are eligible to purchase any meal plan or no meal plan.
  - c. Additional Dining Dollars are a one-time purchase and can be added at any time.
4. Changes
  - a. Meal plans may be changed by the resident once each semester prior to the 10th day of classes and will result in adjustments to plan features and billing, as applicable.
  - b. If prior to the meal plan change, more plan features are used than the new plan provides, the resident will be billed for the amount used above the amount provided by the new plan.
  - c. If the resident moves from a traditional or suite-style dorm room to an apartment-style dorm room, they have five (5) business days from the effective move date to change their meal plan if they so choose.
  - d. If the resident moves from an apartment-style dorm to a traditional or suite-style dorm room, they have five (5) business days from the effective date of the move to select a residential meal plan. If they do not choose a plan the All-Access plan will be assigned.
5. Usage
  - a. A meal plan entitles the resident to eat in the dining centers and use plan features in any UHD residential and retail operation. Meal plans and associated features are not transferable or saleable to other individuals. Meal plans may not be shared with others.
  - b. The resident must present their UNI ID card or ID via the GET app to the greeter to use their meal plan.
  - c. The resident must be present when using meals for guests.
  - d. To help ensure meal plans are used fairly, a one-hour re-use delay is placed on meal swipes. Additional swipes used before the one-hour delay expires will be charged to the

- resident's university bill (u-bill).
  - e. Meal plan swipes do not carry over from one semester to the next. Dining Dollars carry over from fall to spring semester and expire at the end of the spring semester.
  - f. Unused meals, Dining Dollars, and guest passes are nonrefundable.
6. Dietary Needs and Restrictions
- a. Menus in the dining centers satisfy nutritional needs for the majority of medical dietary requirements and religious/lifestyle practices. Students with a disability should contact Student Accessibility Services regarding their specific disability and accommodations.
  - b. University Dining will implement reasonable health and safety measures, but is not and will not be liable for any cross-contact, cross-contamination, or adverse reactions that may occur.
  - c. A student with special dietary needs will be released from the meal plan requirement only if, in the sole discretion of the administrative dietitian, their special dietary needs cannot be met.
  - d. Please review the UNI Dining Services' Food Allergy and Food Sensitivity Policy for more information.
7. Refunds and Cancellations
- a. Meals missed due to late move-in, specific diets, religious beliefs and activities, employment, classes scheduled during meal hours, among other reasons, are not refundable.
  - b. Refunds for cancelled meal plans will be made based on the contract buyout schedule regardless of the number of meals eaten or uneaten.
  - c. Refund requests based on prolonged illness or unavoidable absences in excess of seven (7) consecutive days may be considered and must be provided in writing with documentation to UHD.
  - d. No refunds will be provided for plan features not used prior to whenever a contract is cancelled or at the end of the contract term.
- D. Health and Safety
1. As in any community housing and dining establishment, living and dining on campus brings many individuals such as students, staff, faculty, and visitors in contact with one another. UHD will implement reasonable public health and safety measures regarding infectious disease prevention as recommended by applicable public health authorities. UHD strongly encourages all individuals to follow the recommended public health guidelines, but it cannot control individual behavior. As a result, the student, staff, faculty or visitor may be exposed, including but not limited to the transmission of any infectious disease, such as COVID-19.
  2. Students and other guests are expected to follow the health and safety measures implemented by the university as recommended by public health authorities during a public health crisis. The health and safety measures may be subject to modification as the public health guidance changes.
  3. UHD does not assume any liability for adverse reactions to food/drink consumed, the presence of a foreign body in food/drink, or items at any UNI dining location.
  4. Contract Termination
    - a. In the event all or a portion of the UHD and/or supply chain becomes unavailable, as determined by the university, due to an unforeseeable circumstance including, but not limited to, natural disaster; fire; flood; tornado; war; embargo; health epidemic or pandemic; quarantine; riots; civil disobedience/unrest; strike, lockout, or other labor disturbances; acts of God or nature; or declaration of emergency, the university may terminate this contract without prior notice.
    - b. The university is not responsible for providing alternate housing or dining to the student once a contract is terminated.

#### **IV. Termination of Contract**

- A. The housing and dining contract is for the entire academic year or for the period of time a student is enrolled. The contract is between UHD and the named student/resident and/or their guarantor, and is not saleable or transferable. Contract are cancelable only as follows:

**Full Academic Year Contract (admission, housing and dining begins fall semester)**

**Incoming student cancellation:**

Before May 1, 2023

Dorm application fee forfeited. Refer to [Admissions Acceptance Fee Policy](#) statement for refund information.

May 1, 2023 and thereafter

Refer to [Admissions Acceptance Fee Policy](#) statement for refund information. A contract buyout fee is applied to students who remain enrolled at UNI.

**Returning resident cancellation:**

Upon agreement of terms and conditions a contract buyout fee is applied for the remainder of the contract.

**Spring Semester Contract (admission, housing and dining begins spring semester)**

**Incoming Student Cancellation:**

Before November 1, 2023

Dorm application fee forfeited. Refer to [Admissions Acceptance Fee Policy](#) statement for refund information.

November 1, 2023 and thereafter

Refer to [Admissions Acceptance Fee Policy](#) statement for refund information. A contract buyout fee is applied to students who remain enrolled at UNI.

- B. Students adding the Live2Succeed Program in year one extend their contract to include two consecutive academic years (one and one-half for spring contracts). Students may modify the contract to add or remove the Live2Succeed program through the end of the 10th day of classes during the first semester of the contract start date. A contract buyout fee is applied to the U-Bill for students who remain enrolled in classes and cancel the contract at any time during the duration of the contract.
- C. Students will be released from this contract without penalty upon receipt of appropriate documentation and only for the following reasons:
- Not attending the university due to an approved academic withdrawal, transfer, academic dismissal or graduation.
  - A new marriage during the term of the contract, if living with spouse (marriage certificate required for verification).
  - Participating in a UNI academically sponsored program located out of the Cedar Falls area (e.g., student abroad, student teaching, internship).
  - Called to active duty or military service.
- D. Requests for release from this contract due to other reasons not listed above may be considered but may not be approved. Students must complete a Contract Release Application and must provide documentation in order for the request to be evaluated. Other reasons may be:
- A new medical/psychological condition that was nonexistent prior to moving in to the dorms that cannot be supported by a reasonable request for accommodation within UHD;
  - An unforeseen significant financial hardship that occurred after the contract binding date; or
  - An unanticipated circumstance not previously addressed.
- E. A contract may be terminated in relation to any of the following circumstances:
- Found responsible for violating the Student Code of Conduct or any other applicable law or university regulation;
  - Failure to register for courses;
  - Failure to pay university bill;
  - See section I.E above for loss of eligibility provisions.
- F. Contract Buyout
1. A resident may request a buyout of their UHD contract for the non-negotiable rate of \$5,000 for each year of the contract. The rate will be adjusted based on the date the

buyout is effective:

- May 1 to October 15, 2023: \$5,000
  - October 16, 2023 to January 6, 2024: \$3,750
  - January 7 to March 3, 2024: \$2,500
  - March 4 to May 6, 2024: \$1,250
2. The effective date of the buyout is determined based upon the official move out date from the dorms. A requested contract buyout prior to the start of the contract as defined in section III.B.1 above, will have August 19, 2023 as the effective date.

## **V. Financial Responsibility**

- A. Room and meal plan charges are billed through the university billing system and are billed by term. Fall term charges are billed August 1, spring term January 1 and summer term May 1. The Office of Business Operations, Student Accounts offers a deferred payment plan.
- B. No refunds or credits for any charges will be made without approval of UHD.
- C. Residents requesting release from their contract, who do not meet the criteria stated above for a release without buyout, will only be considered for release by completing and submitting a Contract Release Application. This application is available in each dorm office. The Contract Release Committee will review the application and make a decision and the resident will be provided that decision via email.
- D. When a resident's housing contract is involuntarily terminated as a result of university action, the resident will be billed a buyout fee. If termination occurs after the term has begun, the bill will be prorated to charge for weekly room and meal plan charges until the move-out is complete.
- E. If admission to the university is withdrawn, no buyout will be applied to the contract. Weekly room and meal charges will be assessed, and the prepayment refund policy will remain as stated above.
- F. The student agrees that if the university uses legal counsel, a collection agent or other person to enforce this agreement, the student will pay the collection costs, attorney's fees, court costs and other expenses incurred by the university in obtaining payment amounts due under this agreement and/or enforcing this agreement, plus interest at the highest rate allowed by law on any unpaid balances.

## **VI. Addendum for Patrons of Housing & Dining (not applicable to UNI students, faculty or staff members, or visiting scholars/researchers)**

- A. The University of Northern Iowa has partnership agreements with Hawkeye Community (HCC) and Allen College (Allen) that allows students taking classes at those institutions to contract with UHD. These students are referred to as Patrons of UHD (Patrons). Patrons wishing to complete a housing and dining contract should contact UHD to secure additional information, including a release form which must be signed and returned to UHD. Once signed and returned, access will be granted to complete and submit an online housing and dining contract with UNI.
- B. Patrons live in campus housing along with UNI students. The goal of these partnership programs is to assist and support students by providing a strong living and learning environment. With this goal in mind, the following expectations have been developed:
  - 1. Enrolling in Classes: Patrons must be enrolled as full-time students. Full-time is defined as being enrolled and completing a minimum of nine (9) credit hours each semester during the academic year at their respective institutions.
  - 2. Course Registration Verification: A list of Patrons will be sent to the partner institution(s) at the beginning of each semester to verify full time enrollment. Patrons not meeting full time enrollment status are subject to cancellation of their housing and dining contract.
  - 3. Flexible Patron Status: Students may transfer enrollment between UNI and HCC or Allen without interruption of their housing and dining contract. Students must notify UHD immediately upon changing this enrollment status. If attending HCC or Allen, a release form must be completed in order for the contract to remain active and the Patron to be allowed to continue living in campus housing.
  - 4. Financial Deadline: Fee payments at UNI, HCC and Allen are independent of each other. Patrons pay tuition and fees at their respective institution and pay housing and meal plan fees at UNI.

Payment of housing and meal plan fees are required as stated in the university [U-Bill Terms and Conditions](#). Should a Patron incur a past due balance at UNI, that Patron's housing and dining contract is subject to cancellation and financial penalty. Payment plans may be arranged through the UNI Student Accounts Office, as the financial aid disbursement schedule at HCC and Allen may differ from UNI's.

5. Patrons do not pay fees billed to UNI students. As such, Patrons are not afforded access to the same services as UNI students. Patrons do not have access to the UNI Student Health Clinic, but may request and pay fees for services such as Wellness and Recreation Center and Athletic events. Refer to the [UHD website](#) for full details.
6. Financial Assistance: Patrons are considered either HCC or Allen students for financial aid purposes. Financial aid is processed through the institution where the Patron is enrolled for classes. Patrons applying for financial aid through the Free Application for Federal Student Aid (FAFSA) should enter either the HCC or Allen school code on the FAFSA, as applicable. The Patron should also select the on-campus housing option on the FAFSA if they are requesting aid for housing and dining. Financial aid is disbursed to first pay the bill at the institution where the Patron is enrolled. Remaining funds are disbursed directly to the Patron, which the Patron may use to pay their bill at UNI. UNI accepts payment by check, e-check, money order, cashier's check, cash or credit card at the Student Accounts Office in Gilchrist Hall.
7. Behavioral expectations:
  - a. Patrons living in campus housing are expected to attend house meetings and activities throughout the year.
  - b. Patrons living in campus housing are expected to maintain a good disciplinary record at both the institution where they are enrolled and UNI. Incidents occurring due to failure to follow [UNI policies and procedures](#) will be handled through the UNI conduct system.
  - c. Failure to comply with conduct sanctions may result in cancellation of the housing and dining contract, removal from campus housing, and/or financial penalty.
8. Contact information requirement: Patrons are expected to maintain up to date contact information with UHD.
9. Academic calendars: The HCC and Allen academic year calendars generally coincide with the UNI calendar. When these calendars do not coincide, Patrons must request and be granted, from UHD, an exception to stay before or after the regular UNI contract dates at a rate determined by UHD.
10. Terms and conditions: All contract terms and conditions apply, including cancellation dates and buyout fees.

**Non-discrimination Statement**

The University of Northern Iowa does not discriminate in employment or education. Additional information is available on the [UNI website](#). Furthermore, UHD will not discriminate in room and/or hall assignments, room changes, or other processes involving housing assignments on the basis of any stated identities within university policies.

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