



**KENTUCKY STATE
UNIVERSITY**

2026-2027 Housing Terms and Conditions

Kentucky State University

Enrolled Students Living in Campus Housing

These Housing Terms and Conditions set forth and update the terms governing occupancy under the housing agreement each resident previously accepted through the eRezLife platform (the “Housing Agreement”). The Housing Agreement provides that applicable terms, conditions, policies, procedures, rules, and regulations may be revised. These Terms and Conditions are issued pursuant to that provision and are incorporated into the Housing Agreement.

The Housing Agreement and these Terms and Conditions constitute a legally binding agreement among you (defined below), the Licensor (defined below), and Kentucky State University (collectively referenced as the “University” or “KSU” and, along with the Licensor, as “We” or “Us”). You are referred to in these Terms and Conditions as “you,” “Student,” or “Licensee,” and when you are referred to along with other students of the University, you are part of “Students” or “Licensees.”

Please contact the KSU Campus Housing Office (the “Housing Office”) with any questions regarding these Terms and Conditions. Additional information is available on the [Office of Housing and Residence Life webpage](#).

These Terms and Conditions entitle you to use housing only in the manner set forth herein, in the University Community Standards, in the University Code of Student Conduct, and on the housing website. These Terms and Conditions **DO NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. Summer housing is available only in designated Housing Facilities. The University reserves the right to make assignments or reassignments in the interest of order, discipline, health, safety, security, a public health event, a pandemic, consolidation, or optimal utilization of University housing. The University may also make assignments to temporary or overflow housing.

1. Term

These Terms and Conditions apply throughout the housing period indicated in your Housing Agreement, housing application, and the applicable housing schedule published by the University.

You are responsible for paying the applicable housing and meal-plan rates published by the University for the current academic year. Failure to complete payment may result in termination of your housing assignment. You may be released from your obligations only under the conditions specified herein, and most terminations will involve payment to the Licensor or the University.

2. Eligibility

To reside and remain in a Housing Facility for the 2026-2027 academic year, you:

- i. Must have been enrolled at the University for fall 2026 and must be enrolled at the University for spring 2027.
- ii. Must be in good academic standing as defined by applicable University policy and published on the University website.
- iii. Must be in good financial standing with the University pursuant to the Financial Clearance and Collections Policy.
- iv. Must have an approved academic reason for remaining on campus and must maintain that academic reason throughout the term.
- v. Must have a clear disciplinary history with the University.

3. Notices

You agree that the Licensor and the University, as applicable, will communicate with you through your official University email account regarding all aspects of the Housing Agreement and these Terms and Conditions, including, but not limited to, housing charges, notices of other charges, refunds, revisions, and housing information. You agree to check your official University email account regularly. Your failure to check your official University email account does not relieve you of any obligations under the Housing Agreement or these Terms and Conditions.

4. Assignment of Housing

You are not guaranteed assignment to a specific Housing Facility, particular room type, or area of campus. Your housing application may be accepted or rejected by the Housing Office. Your assignment to a Housing Facility will be determined by the Housing Office at its sole and absolute discretion.

In accordance with the laws of the United States, the Commonwealth of Kentucky, and University regulations, the University and Licensor do not discriminate in the placement of Students in Housing Facilities or in room assignments on the basis of race, color, national or ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker

or nonsmoker, as long as the person complies with University policy concerning smoking. Smoking and smoking paraphernalia are prohibited on campus.

Housing assignments based on gender are proportionate in quantity and comparable in quality in compliance with Title IX mandates. If you have specific concerns about your housing assignment, you should contact the Housing Office.

5. Housing Schedule

The University/Licensors will designate the date on which you may move into a Housing Facility and the date by which you must vacate your assigned Housing Facility.

6. Conditions of Occupancy

Your occupancy of a Housing Facility is conditioned upon the following additional terms and conditions:

a. To reside in a Housing Facility for the 2026-2027 academic year, you must have been enrolled at the University for fall 2026, be enrolled for spring 2027, and have paid all tuition and other academic charges due, in addition to amounts due under the Housing Agreement and these Terms and Conditions.

b. You must check in with the Resident Director before moving in. If you will be delayed, you must notify the Housing Office by email. Failure to provide notice of a delayed check-in may result in reassignment or loss of your assignment.

If you are deemed a “No-Show,” meaning a student who did not check in with the Housing Office to live in a Housing Facility, We may terminate your housing assignment, and you will be subject to the applicable cancellation charges set forth below.

c. You must complete and electronically sign a Room Condition Report Form before occupying your assigned Housing Facility, certifying the condition of your assigned unit as of the date you begin occupancy.

At the termination of your housing assignment, the Licensors/University may inspect your assigned unit and assess you for any damage to the unit, its fixtures, appliances, or furniture not identified in the Room Condition Report Form completed at the beginning of your occupancy. Any damages must be paid before you may return to University housing in fall 2027.

d. You must keep your assigned unit clean, orderly, and in good condition. You shall pay the Licensors/University for the loss of Licensors/University property and the cost of replacement or repair for any breakage or damage to your assigned unit, its fixtures, appliances, or furniture.

You are also responsible for damage caused by you or anyone you allow into the room and for damage to other parts of the residence hall, including, but not limited to, special cleaning necessitated by improper care of units, furnishings, or appliances.

e. You must exercise care in the use of the Housing Facility, care for and clean your unit, and abide by: (i) all rules and regulations for Housing Facilities as described in the University Community Standards; and (ii) the University Code of Student Conduct. Acts described in these documents may result in referral to the student conduct process.

Certain or repeated violations of the University Housing Community Standards or the Code of Student Conduct may result in the suspension or termination of your housing assignment. If your housing assignment is suspended or terminated, you will remain financially responsible for your obligations under the Housing Agreement and these Terms and Conditions as if you had chosen to terminate your housing assignment under the provisions herein.

f. You must reside in your assigned unit from the date you check in until the date your housing assignment terminates in accordance with the provisions herein.

g. Units may be inhabited **ONLY** by Students to whom they are assigned. Units may not be sublet or assigned to any other person. Room changes may be made only **AFTER** written approval from the Housing Office.

h. You agree that if your assigned unit has multiple occupants and a vacancy occurs at any time, you will accept another roommate as assigned, move into another unit through consolidation, or, in the case of refusal, pay additional charges for single occupancy.

i. Room Entry Policy. The Licensor/University reserves the right to enter your unit to respond to emergency situations, conduct health and safety inspections, and provide routine maintenance.

j. You must pay the Licensor/University the replacement cost for any identification card reported lost or stolen. There is a flat \$25 fee.

k. Whenever you move out of your assigned Housing Facility for any reason, you must complete the appropriate paperwork and submit it to an authorized Licensor/University official.

Failure to check out properly may result in additional financial charges, such as further occupancy fees or labor charges for cleaning or maintenance. Once you have checked out, any items left in your unit will be considered abandoned property and may be removed or disposed of by the Licensor/University. Neither the Licensor nor the Housing Office is responsible for items left in the Housing Facility.

l. Housing Change Request. Change requests will be considered on a case-by-case basis, and all decisions regarding change requests will be at the sole discretion of the Housing Office. If a change request is granted, adjustments to the housing fees you owe will be made on a prorated basis.

m. Maintaining a pet or animal within a residence hall, except for service animals, service animals in training, or emotional support animals registered with the Disability Resource

Center, does not adhere to the community standards of the residential environment and is strictly prohibited, regardless of the length of stay.

Aquarium fish kept in containers not exceeding 10 gallons are permitted. The care and supervision of any permitted animal are solely the responsibility of its owner. If an animal is found to be neglected, the information will be shared with the appropriate authorities. If an unauthorized animal is found, your housing assignment will be considered terminated.

n. Policy Compliance; Zero Tolerance; Termination

You acknowledge and agree that residency in University housing is a privilege conditioned upon strict compliance with all University policies, procedures, rules, and regulations, including, but not limited to, the Kentucky State University Community Standards, the Code of Student Conduct, and all housing policies, as amended from time to time.

Visitation Policy

Access to residence halls is strictly limited to assigned residents and authorized visitors of that specific facility. You are responsible for ensuring that no unauthorized visitor is permitted entry or access under any circumstances.

Responsibility for Your Decisions

You are fully responsible for your own decisions and for any actions occurring within your assigned space or resulting from your presence in University housing. This includes, but is not limited to, violations involving safety, security, prohibited items, or unauthorized persons.

Zero Tolerance: Health and Safety Violations

The University has a zero-tolerance policy for health and safety violations. These violations pose a direct threat to the safety, security, and well-being of the campus community and may result in a recommendation for removal from campus housing and/or a ban from campus, up to and including suspension or expulsion, if a student is found responsible.

Health and safety violations include, but are not limited to:

- Propping or opening interior or exterior residence hall doors without authorization
- Smoking or using prohibited substances within residence halls or University facilities
- Cooking in residence hall rooms
- Covering, disabling, or tampering with a smoke detector or other fire-safety equipment
- Violations involving candles, open flames, flammable materials, or prohibited appliances, including air fryers
- Violations of the University's visitor or guest policy
- Failure to comply with lawful directives issued by University officials, including housing and public safety personnel

- Possession or presence of weapons on campus in violation of University policy, including toy weapons or toy weapons used against other students without consent
- Physical misconduct, including, but not limited to, assault, battery, or unwanted physical contact

Repeated or egregious violations will be considered aggravating factors in determining sanctions. The University reserves the right to take any action necessary to protect the campus community, consistent with applicable policies and procedures.

Temporary Removal and Interim Measures

When reported or alleged student conduct gives rise to a safety or security concern, the University may temporarily restrict or suspend your access to University housing and dining facilities when reasonably necessary to protect your safety or the safety and well-being of the University community during the review and investigation process.

A temporary removal or other interim measure responds to the safety concern arising from the reported or alleged student conduct. It is an interim administrative measure, not a disciplinary sanction or a determination that you are responsible for a violation.

Consistent with KRS 164.370 and applicable University policies and procedures, a student subject to an interim measure will be provided an expedited hearing regarding the interim measure, a final disposition hearing, and the right to review the evidence related to the alleged violation.

If your personal belongings remain in University housing during the temporary removal period, you will continue to be responsible for applicable housing and meal-plan charges and will not be eligible for a rate adjustment or refund. The temporary restriction of housing or dining access under this provision does not constitute a termination of the Housing Agreement by the University.

Immediate Termination

Any violation of University policy, including, but not limited to, the presence of unauthorized visitors, health and safety violations, or conduct that threatens the welfare of the residential community, may constitute grounds for immediate administrative removal from housing and termination of your housing assignment without a refund.

Removal under this provision does not relieve you of your financial obligations under the Housing Agreement or these Terms and Conditions and may result in additional disciplinary action through the University student conduct system.

7. Criminal Background Checks

The Licensor/University reserves the right to conduct criminal background checks on you. You consent and agree that the Licensor/University has permission to conduct criminal background

checks. If a background check finds that you have a criminal record, you may be ineligible to live in campus housing.

8. Force Majeure

In the event of an unforeseeable cause beyond the control of the University or Licensor, including, but not limited to, fire, flood, other severe weather, a public health event, a pandemic, acts of God, interruption of utility services, acts of terrorism, or other unforeseeable and significant extenuating circumstances, the Licensor/University reserves the right to take actions necessary to maintain the safety of the Housing Facility, including temporarily or permanently removing you from campus housing.

If all or part of a Housing Facility is closed because of an emergency, public health event, fire, flood, or natural disaster, the Licensor and the University may suspend or terminate your housing assignment without prior notice. If a Housing Facility is closed pursuant to this paragraph, the Licensor and the University will use their best efforts to provide you with alternative housing or another remedy.

Although not obligated to do so, the Licensor/University will use its best efforts to rebuild or replace the affected Housing Facility.

9. Liability and Renter's Insurance

We encourage you to purchase general liability and property insurance to cover damages for which you are liable under the Housing Agreement and these Terms and Conditions and to protect your property.

10. Release; Indemnification; Hold Harmless

You agree that the Licensor/University does not promise, warrant, or guarantee your safety and security, the safety and security of your guests, or the security of your personal property against the criminal actions of other residents or third parties.

Furthermore, the Licensor/University shall not be liable for damage or injury to you, your guests, who are not authorized for the entirety of the summer period, your personal property, or any person entering the unit assigned to you or the Housing Facility in which you reside, for injury to person or property arising from theft, vandalism, or casualty occurring in the unit assigned to you or the Housing Facility in which you reside.

You, and your undersigned parent or legal guardian in the case of a minor, agree to indemnify and hold harmless the Licensor, the University, and their respective directors, trustees, agents, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, resulting from or arising out of injury to your person or property or to any of your guests while you reside in the Housing Facility, regardless of the cause, including, but not limited to, injury resulting from engagement, involvement, or participation by you in any event

sponsored by the Housing Facility in which you reside, unless such injury is caused by the negligence or intentional conduct of the Licensor, the University, or their agents.

You, and your undersigned parent or legal guardian in the case of a minor, release, forever discharge, and hold harmless the Licensor, the University, and their respective directors, trustees, agents, and employees from any and all demands, causes of action, and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, other monies due or to become due, or damages of any kind or nature, whether arising from common law or statute, arising in any way from the Housing Agreement, these Terms and Conditions, and the use of the Housing Facility.

This release will be binding upon you, your undersigned parent or legal guardian in the case of a minor, your heirs, and your assigns.

HOUSING CHARGES

11. Rates

You shall pay the Housing Facility charges published by the University for the applicable academic year. Current housing and meal-plan rates are available on the [Student Accounts Tuition and Fees webpage](#).

Housing rates are subject to change by the University during the applicable period. If the housing rates are changed after you become obligated under the Housing Agreement, you will be given the option to terminate your housing assignment within 14 days of publication or continue under the new housing rates.

12. Payment

Housing Facility fees are to be paid through Student Accounts. Additional information regarding payment and applicable rates is available on the [Student Accounts Tuition and Fees webpage](#).

13. Lost or Stolen KSUID Card

If your card is lost or stolen, you should immediately report it by email to aux.services@kysu.edu. Any expenditure associated with the use of the card is your responsibility until the card is reported lost or stolen.

14. Fines

The following housing fines apply for the 2026-2027 academic year. These fines do not include additional educational sanctions instituted by appropriate University officials if a student is found responsible for a violation of the Community Standards by University Court:

- Sprinkler head damage: \$250, plus any additional repair costs
- Smoke detector damage: \$250, plus any additional repair costs

- Window damage: \$250, plus any additional repair costs
- Room paint: \$50 per wall or ceiling
- Holes or punctures in a wall: \$50 per hole, not including paint; tacks or pushpins will result in one \$50 fine unless excessive
- Severe or excessive damage: \$250
- Large item left in a room: \$100 removal charge, including refrigerators or chairs
- Electronics left in a room: \$25 per item; air fryer: \$100
- Missing peephole: \$50
- Smoking paraphernalia: \$250
- Smoke or burned smell: \$250
- Burn marks on a surface or wall: \$250
- Damage to a light or outlet: \$100 each
- Damage to a shower: \$100
- Damage to a floor or required scrubbing: \$100
- Trash left in a room: \$50
- Broken drawer or damage to a furniture surface: \$100
- Mattress replacement: \$250
- Alcohol: \$25
- Food: \$50

All fines are subject to additional costs required to clean, repair, or replace items. Time required to clean, paint, or repair items in a room will be billed at \$25 per hour.

CANCELLATION AND WITHDRAWAL POLICIES

15. Termination by the Licensor/University

The Housing Agreement, these Terms and Conditions, or a housing assignment may be terminated, or a housing assignment may be changed, in the interest of order, discipline, health, safety, security, a public health event, a pandemic, other events described above, consolidation, optimal utilization of facilities, or failure to pay charges in a timely manner.

In addition, the Licensor/University may terminate a housing assignment if your enrollment has been denied or because of academic suspension, disciplinary reasons, or other circumstances. Charges and fees will be handled as follows:

a. Denied Enrollment. If you are denied enrollment at the University, you will not be charged any fees.

b. Academic Suspension. If you are not a student in good standing at the University, you are ineligible for campus housing and will not be charged any fees. You cannot move in until your good standing is confirmed in writing. Good standing is determined under applicable University policy as published on the University website.

c. Removal From Housing for Disciplinary Reasons. If you are removed from your assigned Housing Facility during the applicable housing period for disciplinary reasons, as

referred through the student conduct process, you will not receive a refund for the remaining period and will be responsible for the full financial obligations associated with housing. Any dates during which you are on an interim suspension from University housing will not be refunded.

d. Other Circumstances. If you are no longer enrolled at the University because you voluntarily withdrew from the University, graduated from the University, married, received an active military deployment, or entered an educational program requiring an out-of-town residency, you will not be charged additional cancellation fees.

If your academic purpose for residing on campus ends during the 2026-2027 academic period, your circumstances will be reviewed on a case-by-case basis.

16. Termination by You

a. Process and Fees. If you choose to terminate your housing assignment, you must do so through the Housing Office. The official termination date will be the date the Housing Office receives the notification. The timing of your notice determines how much you will be charged under the Housing Agreement and these Terms and Conditions.

b. Request for Release. You can **ONLY** be released from your obligations after filing an appeal and receiving written approval from the Appeals Committee (the “Committee”).

The deadline to terminate your housing assignment without penalty is more than five calendar days before your expected arrival date. You may submit an appeal by email to the Dean of Students. If the Committee grants your release, you may be subject to charges as determined by the Committee.

Submitting a release request **DOES NOT** guarantee an approved release from the Housing Agreement or release you from your financial obligations. The grounds for appealing for release are as follows:

i. **Financial Hardship Release.** You must provide documentation showing that a financial hardship beyond your control has occurred since you accepted the Housing Agreement.

ii. **Medical Hardship Release.** You must register with the Disability Resource Center and provide documentation showing that a medical hardship requiring specialized living arrangements or accommodations unavailable on campus has occurred since you accepted the Housing Agreement.

iii. **Administrative Release.** You must provide documentation showing that you have experienced significant extenuating circumstances since accepting the Housing Agreement. See the website for additional details.

CANCELLATION DATES AND FEES

If the housing rate is changed after you become obligated under the Housing Agreement, you will be given the option to terminate your housing assignment within 14 days of publication or continue under the new housing rate.

There is no fee associated with cancellation.

MISCELLANEOUS

17. The Housing Agreement and these Terms and Conditions **DO NOT** guarantee that you will be assigned to a specific Housing Facility, particular room type, or area of campus. The University reserves the right to make assignments or reassignments in the interest of order, discipline, health, safety, security, a public health event, a pandemic, consolidation, or optimal utilization of University housing. The University may also make assignments to temporary or overflow housing.

18. Entire Agreement. All University rules, regulations, policies, and procedures, including, but not limited to, those found in the University Community Standards, the University Code of Student Conduct, and on the [Community Standards webpage](#), are incorporated into and are part of the Housing Agreement and these Terms and Conditions.

19. Waiver. No waiver of a breach of any obligation or promise contained herein shall be regarded as a waiver of a future breach of the same or any other obligation or promise contained herein.

20. Amendment of Laws. If, during the effective period of the Housing Agreement and these Terms and Conditions, any federal or state statute regulating or affecting a duty or obligation imposed upon the University is enacted, amended, or repealed, the University may elect to perform in accordance with that statute, amendment, or act of repeal instead of complying with the analogous provision herein.

21. Dispute Resolution. Any disputes arising under the Housing Agreement or these Terms and Conditions shall first be addressed to the Housing Office. Any appeals from those decisions shall be resolved through the Appeals Committee. These procedures shall be followed before you initiate any other legal proceedings.

22. Governing Law. The Housing Agreement and these Terms and Conditions shall be governed by the laws of the Commonwealth of Kentucky.

23. Severability. The invalidity of one or more provisions in the Housing Agreement or these Terms and Conditions shall not affect the validity of any other provision. The Housing Agreement and these Terms and Conditions shall be construed and enforced as if the invalid provision were not included.

These Terms and Conditions update and supplement the Housing Agreement previously accepted through eRezLife. They apply to the 2026-2027 academic year or, if issued after the

applicable housing period begins, to the portion of the housing period remaining after their effective date. The University agrees to provide accommodations under the Housing Agreement and these Terms and Conditions.

The Housing Agreement and these Terms and Conditions are not governed by the Kentucky Landlord-Tenant Act.

Revised and updated September 4, 2026