

FALL 2023-SPRING 2024 BUTLER COMMUNITY COLLEGE RESIDENCE HALL CONTRACT

This contract is the agreement that must be signed by any student wishing to contract for on-campus housing, meals, and services in the Butler Community College residence hall system.

The Butler Community College (hereinafter referred to as BCC) agrees to provide housing accommodations to the provisions of this contract. The student agrees to pay the amount specified at the time prescribed in this contract to abide by all terms of this contract. Housing accommodations are rented to the students for the specific purpose of personal residence and may not sublet or be used by residents or outside agencies for any commercial purposes without the written permission of the Director of Residence Life. This contract is not transferable.

CONTRACT PERIOD

This contract is for the full academic year (fall and spring semesters) excluding those periods during which residence halls and dining services will be closed. The residence halls and food service will observe the following schedule:

2022 FALL SEMESTER

RESIDENCE HALLS	FOOD SERVICE
OPEN: AUGUST 19, 2023	BEGINS: August 19, 2023
CLOSED: December 15, 2023	ENDS: December 15, 2023

2023 SPRING SEMESTER

RESIDENCE HALLS	FOOD SERVICE
OPEN: JANUARY 13, 2024	BEGINS: JAN. 13, 2024
CLOSED: MAY 11, 2024	ENDS: MAY 10, 2024

Please Note Food Service Closings: Meals will be served in the Student Union dining area during the hours of service designated by the Residence Life Office. *No meals will be served during the official BCC holidays or breaks listed below.* During the listed breaks, no one is allowed to stay in the residence halls except those associated with a school activity during this time period. Residence Hall dining areas will observe the following schedule:

SPECIAL DORM CLOSINGS

CLOSE: November 22, 2023 OPEN: November 26, 2023
CLOSE: December 15, 2023 OPEN: January 14, 2024
CLOSE: March 8, 2024 OPEN: March 17, 2024

I. FOOD SERVICE INFORMATION

A. Missed Meals. BCC takes into consideration the average student will be absent from a certain number of meals and sets the rates accordingly. For this reason, no contract adjustments or refunds will be made for missed meals.

B. Misuse of Meal Privileges. Meal service provided under this contract is for use by the student only. Students who allow any other individuals to utilize their meal card will be subject to disciplinary action, including revocation of meal service privilege.

C. Suspension of Meal Privileges. BCC may suspend meal privileges if the student fails to abide by all terms of this contract. The Residence Life Office will determine to reinstate privileges.

D. 19 Meal Plan Includes: three (3) meals per day Monday through Friday and two (2) meals per day Saturday and Sunday.

E. Meal Plan Required. Students residing in East, West and Cummins Residence Halls are required to be on the Food Service Meal Plan.

II. PAYMENT

A. Room Deposit. A \$150.00 room deposit is required prior to execution of this contract. The deposit consists of a refundable \$75.00, which will be sent electronically if arranged or by mail, if you have followed proper residence hall check-out procedures and there are no outstanding charges. Residents returning to the Residence Halls the following academic year must resubmit a \$175.00 Housing deposit. There is no refund of the room deposit if you cancel your room contract, unless approved by the Director of Residence Life.

B. Payment Schedule. The student agrees to pay BCC for housing accommodations in accordance with the rates and payment schedule specified within the meal options. Students may select a yearly, semester, or installment plan. Yearly Payments are listed below.

East/Cummins - \$7,220

West-\$5,920

**Apartments - \$7,520 with Meal Plan;
\$4,900 without Meal Plan**

C. Financial Aid. Students who receive financial aid must apply their aid first to tuition and fees and then to room until these obligations are completely satisfied. Any remaining aid will be returned to the student. Students whose financial aid is not approved at the time of registration must make other arrangements and meet their financial obligations on time.

III. CANCELLATION OF THIS CONTRACT

Any student wishing to cancel this contract must request cancellation in writing to the Director of Residence Life. Cancellation approval is at the discretion of the Director and/or Assistant Director and will result in a \$100 cancellation fee. Cancellation letters postmarked by the cancellation deadline dates will be accepted even if they are received by the Residence Life Office after the deadline. BCC reserves the right to cancel this contract under any of the conditions

described herein. Any refunds of payment will be made in accordance with the provisions of this contract.

A. Cancellation Prior to Check-In

Students who notify the Director of Residence Life via email or in writing prior to the check in date will forfeit their \$150 deposit.

B. Cancellation After Check-In

1. Students will not be released from their contract unless they notify the Director of Residence Life, in writing, requesting to be released. Any approved cancellation within the first 30 days of the check-in date will result in an assessment of 25% of the contract rate. After the 30-day term, the room rate will not be prorated. Meals will be prorated to the date the student is approved for early cancellation and checks out of the room.

2. BCC may terminate this contract, if, in the opinion of the Director of Residence Life, the room or the residence hall should become untenable because of damage or destruction by fire or other causality. In such cases, the resident will be charged room and board fees for weeks in residence.

3. Students who are required to leave the residence halls as a result of disciplinary action, scholastic reasons, or dismissal or withdrawal from the college will be charged for the entire housing portion.

4. All students are required to be enrolled as full-time (12 credit hours or more, 6 must be face-to-face courses unless otherwise approved by the Director of Residence Life) BCC students for the entire academic year and to remain in good standing in classes for the entire semester in order to continue residence in the residence halls.

C. Spring Cancellations

Students who wish to cancel their contract for the Spring semester must request cancellation in writing to the Director of Residence Life on or before January 1st. Requests received and approved between January 2-31, will be assessed 25% of the remainder of the spring contract room rate. There will be no prorated refunds on or 30-day after Spring move in. Athletes, with the approval of their head coach, may request a cancellation extension.

A student may be released from the remainder of their contract ONLY if the student:

A) Graduates;

B) Married (must provide copy of marriage license);

C) Commutes from home living with parents or guardians within a 30-mile radius. Resident will need a signed, notarized statement, from the student and a parent or guardian they will be residing with, to this effect. (Student home address previously verified at time of registration and can be confirmed in BANNER.);

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D) Athlete is in good standing and is placed by a Head Coach in an athletic program at another institution (must provide letter of intent);

E) Transfers to another institution as a full-time student. (Student must provide course schedule from that institution)

F) Suffers a catastrophic loss resulting from events beyond the student's control. (Must be approved by the Vice-President of Student Services)

IV. ASSIGNMENTS

A. BCC reserves the right to make assignments and reassignments of accommodations.

B. Students may request a room change after the second full week of the semester to the Director or Assistant Director of Residence Life.

C. Any unauthorized room changes are subject to a \$100 fee, mandatory move back to the assigned room, and disciplinary actions.

V. VACATING

Upon termination of this contract for any reason, the student must vacate the residence halls no later than the deadline set by the Director of Residence Life. Upon vacating, the student must follow official check-out procedures as prescribed by the Director of Residence Life. Students who do not properly complete this procedure will be assessed a minimum of \$100.00 improper check-out fee.

VI. BCC LIABILITY

A. Property. BCC will not be liable for theft, loss or damage to any property of the student, including loss from fire, flood, or wind storm. Further, BCC will not be liable for property left in the building after a student vacates or is expected to vacate. BCC reserves the right to dispose of such property through sale, donation, or in any other manner it deems appropriate. Students and their parents are encouraged to carry appropriate insurance through their homeowner's/renter's insurance policy.

B. Personal Injury. BCC will not be liable for injuries (including death), which occur in its buildings or on its grounds. Students and their parents or guardians are encouraged to carry appropriate insurance.

C. Disruptions in Service. BCC will not be liable for disruptions in service, which are restored within a reasonable amount of time.

VII. ROOM ENTRY PROVISION

BCC reserves the right for authorized BCC personnel to enter and conduct a search of student's room for any purpose

connected with maintenance, housekeeping, an occupant of the room is ill, physically harmed or endangered, college policy is suspected of being violated or college property is suspected of being damaged. Also, the college may inspect residence hall rooms on a periodic basis, for any reason regardless of cause and student hereby consents to inspection.

VIII. SERVICES BY BCC

A. BCC agrees to provide existing utilities at no additional cost. BCC will not be liable for any interruptions in services. Such interruptions will not relieve the student from the obligation for this contract.

B. Students shall be responsible for payment of the following utilities: personal telephone for this contract payment.

IX. BCC FACILITES AND PROPERTY

A. Upkeep. The student is responsible for keeping the assigned room and its furnishings clean and orderly, for cooperating with roommates in the common protection of property, and for advising BCC, through established procedures, of any deterioration or malfunction of facilities. Students shall not undertake any alteration of the premises. Further, the student agrees to utilize public areas of the residence hall and residence hall equipment and furnishings in a careful and proper manner and to contribute to their cleanliness and orderliness. Students are responsible for all keys assigned to them and are not permitted to share or lend their keys with anyone. Any lost or stolen keys must be reported to the Residence Life Office. You are responsible for the replacement costs of all keys.

B. Damage.

1. The student is responsible for the assigned room and its contents and will be charged for any and all damage occurring during the term of occupancy.

2. Students who damage BCC property through negligence and willful actions will be financially liable and subject to disciplinary and legal action. All damage charges are due immediately upon receipt of bill. Failure to pay charges will result in enrollment being blocked and official records being held.

XI. CONTRACT ENFORCEMENT

A. Waiver. The failure of BCC to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a waiver or relinquishment of the right to do so.

B. Validity. If any section or subsection of this contract becomes invalid, this will not affect the validity or enforcement of the remainder of the provisions of the contract.

XII. RULES AND REGULATIONS

Upon signature of this contract, the student agrees to abide by all the BCC and Residence Life Office Rules, Regulations, and Policies, including those contained in the Residence Hall Handbook and Student Code of Conduct. These Rule and Regulations, and Policies, along with any reasonable alterations, additions, and modifications as might be made by the Residence Life Office and properly communicated to residents will be considered a part of this contract with the same force and effect as written herein.

NOTICE OF NONDISCRIMINATION

Butler Community College is committed to nondiscrimination on the basis of race, color, religion, sex, gender identity, national origin, age, disability, veteran status, sexual orientation, genetic information, marital status, political affiliation, or other legally protected category. Any person having inquiries regarding disability support services, or Butler Community College's compliance with the regulations implementing Title VI, Title IX, and the Americans with Disabilities Act of 1990 is directed to contact the coordinators who have been designated to coordinate the educational institution's efforts to comply with the regulations implementing these laws. Title IX Coordinator: Sherril Conard, 316-323-6373, sconard@butlercc.edu. Section 504 Coordinator: Teresa Eastman, 316-322-3321, teastman@butlercc.edu.

FOLLOWING IS TO BE COMPLETED BY THE RESIDENT:

I have read this contract as outlined on both sides of this form, and I agree to abide by and be legally bound to the terms and conditions of this contract. I agree to abide by the Rules and Regulations of the BCC Residence Life Handbook and the Butler Community College Student Code of Conduct. I also agree to abide to the Conditions described in this contract. Violations of the policies or regulations by an occupant may result in cancellation of the housing contract, revocation of future guest privileges, and/or other disciplinary action.

Housing Assignment: _____

BLDG

ROOM

Resident's Last Name: _____

Resident's First Name: _____

Resident's BCC ID: _____

Cell Phone Number: _____

X _____
Student's Signature

X _____
Parent or Guardian's Signature (Required if Under 18)

X _____
Residence Life Staff